



**Tuesday, October 22, 2019
Regular Board Meeting**

**Santa Ana Unified School District
Board of Education
Board Meeting Agenda
Closed Session: 4:30 - 6:00 p.m.
Open Session: 6:00 p.m.**

**Valerie Amezcua: President, Rigo Rodriguez, Ph.D.: Vice President, Alfonso Alvarez, Ed.D.: Clerk,
John Palacio: Member,
Alan Rasmussen, Ed.D. and Richard Tauer: Interim Co-Superintendents**

If special assistance is needed to participate in the Board meeting, please contact the Superintendent's office, at (714) 558-5512. Please call prior to the meeting to allow for reasonable arrangements to ensure accessibility to this meeting, per the Americans with Disabilities Act, Title II.

Mission Statement:

We assure well-rounded learning experiences, which prepare our students for success in college and career. We engage, inspire, and challenge all of our students to become productive citizens, ethical leaders, and positive contributors to our community, country and a global society.

Role of the Board:

The Governing Board is elected by the community to provide leadership and citizen oversight of the District's schools. The Board works with the Superintendent to fulfill its major role, including:

- 1. Setting a direction for the District.**
- 2. Providing a basic organizational structure for the SAUSD by establishing policies.**
- 3. Ensuring accountability.**
- 4. Providing community leadership on behalf of the District and public education.**

Agenda Items provided to the Board of Education that include the description of items of business to be considered by the Board for approval at Board Meetings. These items contain recommendations; the Board may exercise action they believe is best for the SAUSD.

Board Meeting Documentation:

Any and all supporting materials are made available to the public by the Public Communication Office. They may be reached from 8:00 a.m. – 4:30 p.m. at (714) 558-5555.

Public Comments at Board Meetings:

The agenda shall provide members of the public the opportunity to address the Board regarding agenda items before or during the Board's consideration of the item. The agenda also provides members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.

Individual speakers are allowed three minutes to address the Board on agenda or nonagenda items. The Board may limit the total time for public input on each item to 20 minutes. With the Board's consent, the Board President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

The Board urges that complaints and derogatory remarks against a District employee be made in writing on forms available in the Office of the Superintendent. This allows the District and the Board to examine more carefully the complaint and to initiate the appropriate investigation.

Persons wishing to address the Board on an item on the agenda or an item of business in the Board's jurisdiction are requested to complete a card. This card is to be submitted to the Recording Secretary. The Request to Address the Board of Education cards are located on the table in the foyer.

Televised Meeting Schedule:

The Regular Board of Education meetings are broadcast live on the second and fourth Tuesdays of each month on Channel 31. The meeting is replayed on Tuesdays at 6:00 p.m. and Saturdays at 3:00 p.m., following the Board of Education meeting.

Agenda and Minutes on District Website at <http://www.sausd.us>

1. CALL TO ORDER

2. RECESS TO CLOSED SESSION

2.1 With respect to every item of business to be discussed in Closed Session pursuant to Education Code Sections 355146, 48912, 48918, 49070: STUDENT EXPULSIONS AND DISCIPLINE ISSUES

2.2 With respect to every item of business to be discussed in Closed Session pursuant to Paragraphs (2) to (5) of Subdivision (D) (E) of Government Code Section 54956.9 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: 30-2019-01068167-CU-WM-CSC; 30-2019-01069196-CU-MC-CJC; and SUSD-009441

2.3 With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT/APPOINTMENT; Superintendent; High School Assistant Principal; and Elementary Assistant Principals

2.4 With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR: SAEA, CSEA, SASPOA, CWA Bargaining Units Hiacynth Martinez, Ed.D., District Negotiator Unrepresented Employees: Certificated and Classified Management, Supervisory, and Confidential Employees not represented by a Union.

3. RECONVENE REGULAR MEETING

4. PLEDGE OF ALLEGIANCE

5. HIGH SCHOOL STUDENT AMBASSADORS

5.1 Advanced Learning Academy - Alexies Benitez; Cesar Chavez - Leonela Ramirez; Middle College - Jordan Avila; REACH Academy - America Gonzalez; Saddleback - Geraldine Venta; Segerstrom - Noemi Portillo

6. RECOGNITION/ACKNOWLEDGEMENTS

6.1 Certificated Employee of the Month for October 2019, Sonta Garner-Marcelo

6.2 Classified Employee of the Month for October 2019, Alejandro Prado

7. SUPERINTENDENT'S REPORT

8. PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)-Individuals or groups may make presentations or bring matters to the Board's attention that is within the Board's subject matter jurisdiction. Individual speakers are allowed three minutes to address the Board on agenda or non-agenda items.

9. APPROVAL OF CONSENT CALENDAR

9.1 Approval of Regular Board Meeting Minutes - October 8, 2019

9.2 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests

9.3 Orange County Department of Education First Quarterly Report on Williams Settlement Fiscal Year 2019-20

9.4 Approval of UC Scout On-Line Platform Courses for High School Students

9.5 Approval of Recommendation for 28-Day Review of Signing Naturally Student Textbook/Workbook, Level 3: Units 18-25 (Course: American Sign Language 4)

9.6 Approval of Student Expulsion(s) for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

9.7 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips

9.8 Ratification of Master Contract and/or Individual Service Agreement with Nonpublic Schools and/or Agencies for Students with Disabilities for 2019-20 School Year

9.9 Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2019-20 School Year

9.10 Approval of Payment and Reimbursement of Costs Incurred for Student(s) with Disabilities for 2019-20 School Year

9.11 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2019-20 School Year

9.12 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2019-20 School Year

9.13 Approval/Ratification of Listing of Grant Award Applications with Santa Ana Unified School District for 2019-20 School Year

9.14 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 25, 2019 through October 8, 2019

9.15 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 25, 2019 through October 8, 2019

9.16 Approval of Deductive Change Order No. 1 for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy

9.17 Acceptance of Completion of Contract for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy

9.18 Approval of Deductive Change Order No. 1 for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School

9.19 Acceptance of Completion of Contract for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School

9.20 Acceptance of Completion of Contract for Bid Package No. 1 – Modular Building Relocation at Romero-Cruz Academy

9.21 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

10. PRESENTATIONS

10.1 California Dashboard Indicators

11. PUBLIC HEARING

11.1 Santa Ana Educators' Association's Initial Bargaining Proposal to Santa Ana Unified School District for the 2019-22 School Years

12. REGULAR AGENDA - ACTION ITEMS

12.1 Accept Santa Ana Educators' Association's Initial Bargaining Proposal to Santa Ana Unified School District for 2019-22 School Years

12.2 Approval of Agreement with Fiscal Crisis & Management Assistance Team Study Agreement for October 2019

12.3 Board Policy (BP) 1340 – Access to District Records (New: For Adoption)

12.4 Board Bylaw (BB) 9220 - Governing Board Elections (Revised:For Adoption)

12.5 Board Bylaw (BB) 9321 - Closed Session (Revised: For Adoption)

12.6 Adoption of Resolution No. 19/20 - 3319 - Proclamation Declaring November 2019 as School Psychology Month

13. BOARD REPORTS

14. ADJOURNMENT

15. FUTURE MEETING: Regular Board Meeting, Tuesday, November 19, 2019

5. HIGH SCHOOL STUDENT AMBASSADORS

Subject	5.1 Advanced Learning Academy - Alexies Benitez; Cesar Chavez - Leonela Ramirez; Middle College - Jordan Avila; REACH Academy - America Gonzalez; Saddleback - Geraldine Venta; Segerstrom - Noemi Portillo
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	

6. RECOGNITION/ACKNOWLEDGEMENTS

Subject	6.1 Certificated Employee of the Month for October 2019, Sonta Garner-Marcelo
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Recognition
Goals	GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE) ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service. SERVICES 3.07018 Human Resources Services

AGENDA ITEM BACKUP SHEET

TITLE: Certificated Employee of the Month for October 2019, Sonta Garner-Marcelo

ITEM: Recognition

SUBMITTED BY: Hiacynth D. Martinez, Ed.D., Assistant Superintendent, Human Resources

ITEM SUMMARY:

Monthly recognition of employees

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Certificated Employee of the Month for October 2019.

RATIONALE:

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for October 2019. The members have selected Sonta Garner-Marcelo, Teacher, Davis Elementary.

FUNDING:

Recognition Program Funds: \$50 (gift card)

RECOMMENDATION:

Recognize Sonta Garner-Marcelo as Certificated Employee of the Month for October 2019.

HDM: gg

6. RECOGNITION/ACKNOWLEDGEMENTS

Subject	6.2 Classified Employee of the Month for October 2019, Alejandro Prado
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Recognition
Goals	GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE) ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service. SERVICES 3.07018 Human Resources Services

AGENDA ITEM BACKUP SHEET

TITLE: Classified Employee of the Month for October 2019, Alejandro Prado

ITEM: Recognition

SUBMITTED BY: Hiacynth D. Martinez, Ed.D., Assistant Superintendent, Human Resources

ITEM SUMMARY:

Monthly recognition of employees

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Classified Employee of the Month for October 2019.

RATIONALE:

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for October 2019. The members have selected Alejandro Prado, Plant Custodian-Elementary, Advanced Learning Academy.

FUNDING:

Recognition Program Funds: \$50 (gift card)

RECOMMENDATION:

Recognize Alejandro Prado as Classified Employee of the Month for October 2019.

HDM: gg

9. APPROVAL OF CONSENT CALENDAR

Subject	9.1 Approval of Regular Board Meeting Minutes - October 8, 2019
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)

<p>File Attachments 10-8-19 Board Meeting Minutes for Board Approval.pdf (4,451 KB)</p>

Santa Ana Unified School District
1601 E. Chestnut Avenue
Santa Ana, CA 92701

MINUTES

REGULAR BOARD MEETING
SANTA ANA BOARD OF EDUCATION
Tuesday, October 8, 2019

CALL TO ORDER

Board President Amezcua called the meeting to order at 4:36 p.m. Other members in attendance were Dr. Rodriguez, and Mr. Palacio.

CLOSED SESSION PRESENTATIONS

Ms. Amezcua asked executive assistant if anyone wished to address the Board in matters pertaining to Closed Session to step to the lectern.

There was no one wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting recessed at 4:36 p.m. to consider student matters, existing litigation, anticipated litigation, personnel matters and negotiations update.

Dr. Alvarez arrived at 5:58 p.m.

RECESS TO OPEN SESSION

RECONVENE REGULAR MEETING

The Regular Board meeting reconvened at 6:41 p.m.

Cabinet members present were Dr. Rasmussen, Dr. Jimenez, Dr. Stekol, Dr. Allen, Dr. Llamas, Dr. Helguera, Mr. Roychowdhury, Mr. Williams, Dr. Martinez, and Chief Smith. Mr. Tauer was absent.

PLEDGE OF ALLEGIANCE

Graciela Gomez, 12-grader student from Godinez, led the Pledge of Allegiance.

5. HIGH SCHOOL STUDENT AMBASSADORS

Fatima Rodriguez from Century, Graciela Gomez from Godinez, Joseph Acevedo from Santa Ana, and Valeria Perez from Valley, provided highlights to the Board of current events, information, and activities at their respective high schools.

6. SUPERINTENDENT'S REPORT

Dr. Rasmussen gave the Superintendent's report. He announced that more than 1,100 people attended the District's annual Family and Community Engagement (FACE) conference on Saturday, September 28, 2019 at Santa Ana High School. Dr. Rasmussen also announced that on Thursday, October 10, 2019 there is a

Groundbreaking Ceremony at Muir Fundamental for a new classroom building with 22 regular classrooms and 4 STEM/Collaborative Flex classrooms. He shared that the International Shakeout day is on Thursday, October 17, 2019 and SAUSD will be participating. Dr. Rasmussen gave a Superintendent search update.

7. PUBLIC PRESENTATIONS

Public speakers addressed the Board regarding shared contracts, choir funding for Segerstrom, Planned Parenthood, parent concerns, school curriculum, parent rights, McFadden safety and restrooms, and California Healthy Youth Act.

8. APPROVAL OF CONSENT CALENDAR

Moved by Ms. Amezcua, seconded by Mr. Palacio, carried 4-0, to approve the Consent Calendar as follows:

- 8.1 Approval of Regular Board Meeting Minutes - September 24, 2019
- 8.2 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests
- 8.4 Approval of Student Expulsion(s) for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 8.5 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 8.6 Approval of Payment and Reimbursement of Costs Incurred for Student(s) with Disabilities for 2019-20 School Year
- 8.7 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2019-20 School Year
- 8.8 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2019-20 School Year
- 8.9 Approval/Ratification of Listing of Grant Award Applications with Santa Ana Unified School District for 2019-20 School Year
- 8.10 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 11, 2019 through September 24, 2019
- 8.11 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 11, 2019 through September 24, 2019

- 8.12 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

9. REGULAR AGENDA - ACTION ITEMS

- 9.1 Authorization to Reject All Bids and Rebid for Bid Package No. 1 – K-8 Expansion at Heninger Elementary School

Moved by Dr. Rodriguez, seconded by Ms. Amezcua, carried 4-0, to authorize staff to reject all bids and rebid Bid Package No. 1 - K-8 Expansion at Heninger Elementary School.

- 9.2 Authorization to Renew the Contract with Lee & Associates – Orange, Inc. for Exclusive Property Broker Services

Moved by Mr. Palacio, seconded by Dr. Alvarez, carried 4-0, to authorize staff to renew a contract with Lee & Associates - Orange, Inc. for exclusive property broker services.

- 9.3 Approval of New Job Description: Multi-Tiered Systems of Support (MTSS) Coordinator of Behavior

Moved by Dr. Alvarez, seconded by Ms. Amezcua, carried 4-0, to approve the new job description: Multi-Tiered Systems of Support (MTSS) Coordinator of Behavior.

- 9.4 Adoption of Resolution No. 2019/20-3312 - Proclaiming October 14-18, 2019 as National School Lunch Week

Moved by Mr. Palacio, seconded by Dr. Rodriguez, carried 4-0, to adopt Resolution No. 19/20-3312 proclaiming October 14-18, 2019 National School Lunch Week.

- 9.5 Board Policy (BP) 3400 – Management of District Assets/Accounts (Revised: For Adoption)

Moved by Mr. Palacio, seconded by Dr. Rodriguez, carried 4-0, to adopt the revised Board Policy 3400 - Management of District Assets/Accounts.

- 9.6 Board Policy (BP) 3460 – Financial Reports and Accountability (Revised: For Adoption)

Moved by Dr. Alvarez, seconded by Ms. Amezcua, carried 4-0, to adopt the revised Board Policy 3460 - Financial Reports and Accountability.

- 9.7 Approval to Rename Santa Ana Unified School District Central Office to Santa Ana Unified School District WH Spurgeon Administrative Center

Moved by Mr. Palacio , seconded by Ms. Amezcua, carried 4-0, to approve the renaming of the Santa Ana Unified School District Central Office to the name: Santa Ana Unified School District W.H. Spurgeon Administrative Center, and direct staff to take necessary action to implement this change including communicating with all agencies and organizations involved in a District name change.

10. NEW AND REVISION OF EXISTING BOARD POLICIES - FIRST READING / NO ACTION REQUIRED

- 10.1 Board Policy (BP) 1340 – Access to District Records (New: First Reading)

10.2 Board Bylaw (BB) 9220 - Governing Board Elections (Revised: For First Reading)

10.3 Delete Board Bylaw (BB) 9321.1 - Closed Session Actions and Reports

Moved by Ms. Amezcua, seconded by Mr. Palacio, carried 4-0, to delete Board Bylaw (BB) 9321.1 - Closed Session Actions and Reports

10.4 Board Bylaw (BB) 9321 - Closed Session Purposes and Agendas (Revised: For First Reading)

11. BOARD REPORTS

Dr. Alvarez requested that staff look into the school safety concern at the school sites, as there should only be one point of entry and one point of exit. Ms. Amezcua asked that the Volunteer Board Policy be brought back. Ms. Amezcua also asked for the minutes, schedule of meetings, and cost for the Apprenticeship Academy at Century High School. Ms. Amezcua asked staff to follow up on a previous request to paint the bathrooms with positive messages. She also asked staff to provide information to the Board regarding the mandatory SAT's that will be administered to students on October 16, 2019. In addition, Ms. Amezcua asked staff to look into custodial staff at the large schools.

RECESS TO CLOSED SESSION

The Regular Board meeting recessed at 8:12 p.m. to consider personnel matters and negotiations update.

RECONVENE REGULAR MEETING

The Regular Board meeting reconvened at 10:27 p.m.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-0, the Board took action to appoint Kerri Braun, to the position of Principal - Garfield Elementary School

Moved: Mr. Palacio Seconded: Dr. Rodriguez

Vote: 4-0

Ayes: Amezcua, Rodriguez, Alvarez, Palacio

By a vote of 4-0, the Board took action to appoint Jolene Bowman, to the position of Coordinator of Special Education.

Moved: Ms. Amezcua

Seconded: Dr. Alvarez

Vote: 4-0

Ayes: Amezcua, Rodriguez, Alvarez, Palacio

12. ADJOURNMENT

There being no further business to come before the Board, the Board meeting adjourned at 10:28 p.m.

The next Regular Meeting of the Board of Education is Tuesday, October 22, 2019.

ATTEST:

Interim Co-Superintendent

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESIGNATION FOR PURPOSES OF RETIREMENT 2019-20				
Devine, Anne	Teacher	McFadden	May 31, 2019	
RESIGNATION				
Tengan, Mindi	Speech and Language Pathologist	Speech Department	May 31, 2019	
NEW HIRES/RE-HIRES				
Arragon, Marni	Speech and Language Pathologist	Speech Department	September 10, 2019	New Hire - Temporary 44920 (60% Contract)
Gonzalez, Michele	Instructional Coach	K-12 Curriculum Instruction/Staff Development	September 16, 2019	New Hire - Temporary 44909
Kim, Jane	Nurse	Health/Home-Hospital Instruction	September 5, 2019	New Hire - Probationary I
Martinez, Angelica R.	Teacher	Romero-Cruz	September 11, 2019	New Hire - Probationary I
Preston, Gavin	Teacher	Teacher	September 5, 2019	New Hire - Temporary 44920
Villeneuve, Jeanne	Instructional Coach	K-12 Curriculum Instruction/Staff Development	September 17, 2019	New Hire - Temporary 44920
RETURNING FROM 39-MONTH REEMPLOYMENT				
La Voie, Yool	Teacher	Carr	August 7, 2019	

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
CONSENTS FOR THE 2019-2020 SCHOOL YEAR - E.C. 44258.2				
Armstrong, Mark		McFadden	2019-20	Language Arts
Clupper, Michael		Villa	2019-20	Science
Hurtado, Catherine		Willard	2019-20	Science
Lenon, Jan		Villa	2019-20	Science
CONSENTS FOR THE 2019-2020 SCHOOL YEAR - E.C. 44263				
Hinman, Robert		Santa Ana	2019-20	English
Van Dusen, Kathy		Middle College	2019-20	Social Science
CONSENTS FOR THE 2019-2020 SCHOOL YEAR- E.C. 44256(b)				
Alexander, Russell		Lathrop	2019-20	Science
Carver, Jill		MacArthur	2019-20	Math
Faust, Eric		Willard	2019-20	Math
Garcia, Teresa D.		Mendez	2019-20	Math
CONSENTS FOR THE 2019-2020 SCHOOL YEAR - E.C. 44258.7 (b)				
Butler, Merlo		Century	2019-20	Competitive Sport
Cavanaugh, John		Century	2019-20	Competitive Sport
Cortes, Teodoro		Century	2019-20	Competitive Sport
Cushing-Murray, Christian		Century	2019-20	Competitive Sport
Molina, Fausto Jr.		Century	2019-20	Competitive Sport
Silverman, Steven		Century	2019-20	Competitive Sport

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
CONSENTS FOR THE 2019-2020 SCHOOL YEAR - E.C. 44258.7 (b) (Continued)				
Sirgy, Michelle		Century	2019-20	Competitive Sport
West, Jeffrey		Century	2019-20	Competitive Sport
Cortez, Heriberto		Godinez	2019-20	Competitive Sport
Espinoza, Emilio		Godinez	2019-20	Competitive Sport
Evans, Victoria		Godinez	2019-20	Competitive Sport
Fernandez, Ruben		Godinez	2019-20	Competitive Sport
Gentile, Nicholas		Godinez	2019-20	Competitive Sport
Koeler, James		Godinez	2019-20	Competitive Sport
Mac Lennan, Luke		Godinez	2019-20	Competitive Sport
Parga, Regina		Godinez	2019-20	Competitive Sport
Pinto, Franklin		Godinez	2019-20	Competitive Sport
Pola, Kevin		Godinez	2019-20	Competitive Sport
Pola, Selene		Godinez	2019-20	Competitive Sport
Rocha Rodriguez, Diego		Godinez	2019-20	Competitive Sport
Diulio, Nickolas		Saddleback	2019-20	Competitive Sport
Gregory, Susan		Saddleback	2019-20	Competitive Sport
Rivera, Zayra		Saddleback	2019-20	Competitive Sport
Silva, Meliton		Saddleback	2019-20	Competitive Sport
Terich, Michael Jr.		Saddleback	2019-20	Competitive Sport
Thompson, Robert		Saddleback	2019-20	Competitive Sport
Turner, Rosalind		Saddleback	2019-20	Competitive Sport
Chavez, Michael		Santa Ana	2019-20	Competitive Sport

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
CONSENTS FOR THE 2019-2020 SCHOOL YEAR - E.C. 44258.7 (b) (Continued)				
Elmasry, Fareed		Santa Ana	2019-20	Competitive Sport
Hollingshead, Jason		Santa Ana	2019-20	Competitive Sport
Huddy, Angela		Santa Ana	2019-20	Competitive Sport
Leon, Jose		Santa Ana	2019-20	Competitive Sport
Meza, Diantoine		Santa Ana	2019-20	Competitive Sport
Penaflor, Joe		Santa Ana	2019-20	Competitive Sport
Robison, James		Santa Ana	2019-20	Competitive Sport
TeGantvoort, Charles		Santa Ana	2019-20	Competitive Sport
Wardy, Meredith		Santa Ana	2019-20	Competitive Sport
Zamora, Erica		Santa Ana	2019-20	Competitive Sport
Altamirano, Michael		Seegerstrom	2019-20	Competitive Sport
Canzone, Nick		Seegerstrom	2019-20	Competitive Sport
Caroompas, John III		Seegerstrom	2019-20	Competitive Sport
Castanha, William		Seegerstrom	2019-20	Competitive Sport
Flores, Nancy		Seegerstrom	2019-20	Competitive Sport
Helstrom, Samantha		Seegerstrom	2019-20	Competitive Sport
Rogers, Brandon		Seegerstrom	2019-20	Competitive Sport
Stevenson, Neil		Seegerstrom	2019-20	Competitive Sport
Tagaloa, Joseph		Seegerstrom	2019-20	Competitive Sport
Upmeyer, Megan		Seegerstrom	2019-20	Competitive Sport
Vu, Lan		Seegerstrom	2019-20	Competitive Sport
Wolfe, Michael		Seegerstrom	2019-20	Competitive Sport
Avila, David		Valley	2019-20	Competitive Sport

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
CONSENTS FOR THE 2019-2020 SCHOOL YEAR - E.C. 44258.7 (b) (Continued)				
Conover, Matthew		Valley	2019-20	Competitive Sport
Corradino, Damian		Valley	2019-20	Competitive Sport
Cozens, Tara		Valley	2019-20	Competitive Sport
Fonseca Chavez, Dulce		Valley	2019-20	Competitive Sport
Fowler, Aemon		Valley	2019-20	Competitive Sport
Lutack, Ian		Valley	2019-20	Competitive Sport
Mohr, Lawrence		Valley	2019-20	Competitive Sport
Ortiz, Brenda		Valley	2019-20	Competitive Sport
Sanchez, Rogelio		Valley	2019-20	Competitive Sport
Scanlon, Brian		Valley	2019-20	Competitive Sport
Shimasaki, Darren		Valley	2019-20	Competitive Sport
Terwilliger, Erik		Valley	2019-20	Competitive Sport

Personnel Calendar

Board Meeting - October 8, 2019

Title of Activity	Employee Name(s)	Site/Dept	Funding Source	Total Amount Not to Exceed	Total Hours Not to Exceed	Date Service From
Nurse Extra Help	Gracia, Luis Loftus, Karen Stefun, Maria J.	Early Childhood Education	Child Development: CA State Preschool Prog	\$22,550.00	202.5	July 8, 2019
Certificated Speech & Debate Extra Duty	Benavides, Emily Weber, Jaclyn	K-12 Teaching & Learning	Communication Studies (Speech and Debate)	\$8,050.00		July 1, 2019

Personnel Calendar

Board Meeting - October 8, 2019

30 Hours - Targeted Intervention and Enrichment	Alexander, Lyndee	Sierra Preparatory Academy	Title I, Targeted Intervention	\$64,366.00	1,020	August 12, 2019
	Becker, Brandi					
	Beer, Carly					
	Beers, Jean					
	Betz, Bradford					
	Buckley, Brianne					
	Carlson, Jonathan					
	Chang, Eunjung					
	Chiou, Tina					
	Cocca, Anastasia					
	Contreras, Redonda					
	Cronmiller, Kelsey					
	Dahlberg, Kimberly					
	Grierson, Elizabeth					
	Hendon, Sandra					
	Higgins, Daynon					
	Houston, Marisa					
	Le, Leroy J.					
	Lee, Jessie					
	Madrid, Maria					
	Marzilli, Gregory					
	McCabe, Rosemarie					
	Melodia, Connie					
	Novy, Jesse					
	Peat, Andrew Jr.					
	Phillips, Marlyn					
	Pilon, Paul					
	Prestinary, Irene					
	Rodriguez, Richard III					
	Samson, David					
	Vickers, Edward					
	Warwick, Sandra					
	Weber, Jacklyn					

Personnel Calendar

Board Meeting - October 8, 2019

Academic Support Targeted Intervention	Andres, Eugen	MacArthur Fundamental	Title I, Targeted Intervention	\$6,100.00		August 12, 2019
	Andres, Tina					
	Appell, Charles					
	Armstrong, Valerie					
	Axton, James					
	Barber, Cristina					
	Boyd, Peter					
	Carlstroem, Claire					
	Carver, Jill					
	Celestino, Gregory					
	Cerne, Elisabeth					
	Chee, David					
	Cheser, Ron					
	Coutts, Susan					
	Cunningham, Katie					
	Czaja, Elizabeth					
	Darrow, Krystal					
	Davis, Susan					
	De Gree, John					
	De La Jara, Heather					
	Evans, Patrick					
	Fellmer, Emily					
	Flores, Esther					
	Fredericksen, Timothy					
	Gallagher, Sue					
	Garcia, Ranithi					

Personnel Calendar

Board Meeting - October 8, 2019

Hill, Russell Holdcroft, Althea Iqbal, Imrana Karaoguz, Delilah Kotler, Holly Kroyer, Kristine Lizarraga, Zyania Manfre, Charles Manske, Tammy Musikanth, Helene Palmer, Sandi Papke, Kevin Pham, Vikki Ponce, Tanilo Rigby, Heather Sprafka, John Spurgeon, Sherry Stratford, Jon Trejo, Kevin Van de Merghel, Caroline Vicario, Maria						
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Personnel Calendar

Board Meeting - October 8, 2019

6th Grade Summer Bridge	Andersen, Paul Marshall Creaghe, Lorena R. Espinosa-Larrea, Amanda Nikole Henry, Elizabeth Kadinoff, Naomi Raissa Karr, Ruth Deborah Lord, Jennifer R. McKeeman, Kelly Lynn Nguyen, An Thuy Parra-Brown, Kara M. Peleaux, Candy N. Petrova, Nikolina Petrova Thomas, Christina Marie Todorov, Nina Tran, Khanh Nguyen Weiman, Jenifer Mary	Villa Fundamental	Fund 01 General Fund	\$30,000.00		July 30, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

30 Hour Targeted Intervention & Enrichment	Benporat, Haya Cardinal, Antoinette Christman, Molly Darrow, Ryan Iturralde, Christian Kavati, Kamala Kriesel, Darlene Lemus, Devora Malagon, Arnulfo Maldonado, Gloria Mier Y Teran Madureri, Francisco Parchmann, Mark Park, Chu Phillips, Charles Reed, Ashleigh Steele-Hasen, Lisa Timmons, Eric Urrea, Gustavo Wren, Christopher	Chavez Continuation H.S.	013091 Title I, Targeted Intervention	\$34,356.00	30	August 26, 2019
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ALA 2019 Targeted Intervention and Enrichment	Benavides, Emily Bohinc, Melissa Contreras, Michael Devine, Margaret Garcia, Cesar Gordillo, David In, Eric Kline, Stacy Lionide, Kaylee Marrufo, Katania Nelson, Ashley Orozco, Alejandro Santiago, Joshua Savelsberg, Patricia Serna-Bates, Jessica Wong, Lai Yepes, Angela Younger, Elisa	Advanced Learning Academy	093091 Fund 09 - Title I, Targeted Intervention	\$30,984.00	570	September 11, 2019
Academic Support Intervention & Enrichment	Almanzar, Pete Arroyo, Francisco Bailey, Kylene Bayon, Leslie Bennett, Lloyd Brito, Jenny Cervantes, Mario DelaCuadra, Jeremy Doane, Courtney Faust, Eric Gaines, Angela Garibay, Oscar Hurtado, Catherine Kanouse, Monique Kilian, Jennifer Lizarraga, Israel	Willard Intermediate School	010039 One- Time Carryover Funds	\$52,905.00		August 12, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Lopez, Shantel Marx, Grant Mattila, Steven McMahon, Patrick Nagle, Janelle O'Neill, Kellie Ortega, Netzanitl Petrie, Marc Pickels, Susan Pratt, Theodore Randall, Tamara Rubio, Anita Sandoval, Monique Sobh, Sabah Valdez-Garcia, Arturo Worrell, Don						
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Personnel Calendar

Board Meeting - October 8, 2019

30 Hour Targeted Intervention	Alcaraz, Amy Alexander, Jean Andrade, Carolina Barragan-Perez, Claudia Beas, Maria Fonseca-Mojarro, Maria Garcia, Leticia Guerrero, Tammy Jaramillo, Maria Jones, Amanda Lewis, Gary Lizarraga, Denise Martinez, Betsy Mulholland, Suzanne Nguyen, Ngoc Orozco, Taide Prado, Hilda Sanchez, Evelyn-Doris Segura, Maria Valencia, Walter Vilchis, Elena Villa, Carla Villasenor, Leslie Zourelli, Rosario	Pio Pico Elementary School	013091 Title I, Targeted Intervention	\$46,744.00	720	September 30, 2019
Bridge/Jump Start Program	Arroyo, Francisco De La Cuadra, Jeremy Doane, Courtney Nagle, Janelle Petrie, Marc Valdez-Garcia, Arturo	Willard Intermediate School	010704 Dept. SC-LCFF-Supplemental/Concentration	\$7,500.00		July 29, 2019
30 Hour Targeted	Angel, Ana Cota, Andrea Damore, Christopher G. De Leon, Marissa	Martin Elementary	013091 Title I,	\$56,693.00	30	September 11, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Erickson, Julie A. George, Karah Carter Gomez, Laura Estela Jansz-Martinez, Julie Renne Kasparian, Mike Kirkwood, Kimberly E. Lemus, Maria Guadalupe Magana, Antonio Mendoza, Fabiola Mohammadi, Dawn Norwood, Tricia N. Obleda, Allison Paulette Pappas, Mercedes Paskwietz, Greg Patrick, Mary Suzanne Rubin, Elizabeth Su, Katy M. Valdez, Kristin Anne Valencia, Gisela Maria Venegas, Lucia M. Vicente, Maria Cristina Yepes, Jose Fernando						
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Personnel Calendar

Board Meeting - October 8, 2019

ROP Teacher	Abrams, Dan Beaman, Francene Carrillo, Felix Erikson, Tom Fe, Helen Garcia, Jose Garcia, Saul Hansen, Christopher Scot Holland, Cynthia Kim, Young-Chul Terry Klein, Maile Nusbickel, Thomas Ramirez, Steven Rich, Christine Rodman, Richard Santiago, Joanna Sepulveda, Kristin Strukoff, Rudolf Vu, Minh	Career Technical Education	010808 Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	\$143,250.00	2,704	July 1, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

Targeted Intervention & Enrichment	Amezcu, Estela Avram, Sarah Burke, Alison Cortes, David De Bruhl-Githens, Veronica De Carlo, Marla De Santis, Jean Dixon, Allison Evans, Jessica Flores, Marilu Gallagher, Kevin Garcia, Francisco Garcia-Zamarripa, Norma Herrera, Jill Ladd, Catherine Lawson, Dalene Martinez, Susana Martinez, Yvette Nuno, Marisela Schelinger, Maurya Sills, Stacey Vilalta, Anna	Carver Elementary School	013091 Title I, Targeted Intervention	\$40,201.00	600	September 3, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

30 Hour Intervention	Alfaro, Marina	Romero-Cruz Academy	013091 Title I, Targeted Intervention	\$83,511.83		August 12, 2019
	Anguiano-Aguirre, Ricardo					
	Chavez, Patricia					
	Clifton, Bonnie					
	De La Vega, Abram					
	Duran, Cesar					
	Goins, Ashley					
	Golden, Darcee					
	Granite, Daniel					
	Holland, Caran					
	Johnson, Kristen					
	Johnston, Margery					
	Leonetti, Lindsey					
	Macias, Carlos					
	Marquez, Juan Carlos					
	McGuinness, John					
	Nava, Esther					
	Nguyen, Kim					
	Polopolus, Alexis					
	Raymont, William					
	Reinhart, Veronica					
	Smith, Andrew					
	Smith, William					
	Soberanis Lexin, Maria					
	Tran, Hien					
	Weber, Michael					
	Zeddies, Christa					

Personnel Calendar

Board Meeting - October 8, 2019

Before and After School Tutoring	Adams, Shelby	Esqueda Elementary School	013010 IASA: Title I Basic Grants Low- Income and Neglected, Part A	\$12,004.00	40	October 1, 2019
	Cardenas, Jennifer					
	Cervantes, Jennifer					
	Chandler, Sharon					
	Chapman, Jessica					
	Chavez, Angel					
	Collins, Marlon					
	Dodge, Patti					
	Emenger, Melanie					
	Estrada, Rebecca					
	Estrella, Patricia					
	Fleming, Eric					
	Frederick, Carolyn					
	Gallardo, Eddie					
	Galvis, Sandra					
	Golding, Matthew					
	Goodis, Debbie					
	Holst, Christopher					
	Hu, Alejandra					
	Hyde, Diane					
	Jackson, Kori					
	Jimenez, Rafael					
	Kawaguchi, Robin					
	Ledergerber, Amber					
	Lee, Torrence					
	Madrigal Chavez, Alexandra					

Personnel Calendar

Board Meeting - October 8, 2019

Mares, Peter					
Mason, Janice					
Mayer, Robert					
Mendiola, Michael					
Mercer, Susan					
Minko, Jennifer					
Mitchell, Theresa					
Mukasa, Ekiriya					
Pertschi, Heidi					
Pilla, Julia					
Ponce, Maria					
Puich, Jill					
Reyes Tenopala, Luis					
Rios, Jesus					
Roosbeh, Zohreh					
Rosillo, Fiorella					
Scott, Robin					
Segura, Gabriela					
Sosa, Griselda					
Tomaseck, Molly					

Personnel Calendar

Board Meeting - October 8, 2019

30 Hour Targeted Intervention & Enrichment	Adolph, Robert Ball, Rosemary Barajas, Sonia Bello, Keri Blankinship, Linda Botch, Karisa Bustamante, Carolina Call, Brenda Densberger, Alycia Dickerson, Susan Guzman, Ilian Guzmna, Tanya Kapamajian, Jazmin Kinan, Karen Lindsey, Thuy Ly, Alyssa Miller, Christopher Miller, Linda Nelson, Kurt O'Brien, Lisa Osorio, Patricia Pelosi, Carol Schuell, Carmen Irene	Walker Elementary School	013091 Title I, Targeted Intervention	\$40,813.60		September 10, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

30 Hour Targeted Intervention & Enrichment	Barragan, Ruby Byrne, Janet Carrozza, Royanne Castellanos, Xavier Cerri, Amy Dominguez, Nieves Gonzalez, Maria Guerrero-Duenas, Maria Jimenez, Maria Johnson, Leslie Joslin, Kim Kruse, Tracy Lopez, Marcela Lopez, Edith Martinez, Juliana Martinez, Luz Mendoza, Stephanie Miller, Amy Perez, Albert Perez, Janette Quintero, Rebecca Renzas, Ellen Roberts, Wade Romeo, Angelica Sumners, Kathryn Villaverde, Elaine Vique, Elaine Wagstaff, Veronica Waters, Lori Yussof, Ismat	Lincoln Elementary School	013091 Title I, Targeted Intervention	\$60,399.00	30	September 9, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

30 Hours Enrichment/ Intervention	Alvarez, Guillermo Andersen, Paul Marshall Bahena Ocampo, Jose Eduardo Bailey, Kristy Lynn Bishop, David Thomas Byers, Timothy Wayne Chan, Jenny Clay, Denise Marie Clupper, Michael Allan Creaghe, Lorena R. Davis, Richard Kenneth Do, Kim Jenny Erickson, Jessica Lynn Espinosa-Larrea, Amanda Nikole Ferrara, Michael Fogal, Sharon Sheung- Lum Gonzales, Jordan Michael Green, Elizabeth Martinez Henry, Elizabeth Hill, Erik John Kadinoff, Naomi Raissa Karr, Ruth Deborah Kiser, Ronald Jeffery Lara, Mario Lenon, Jan Ellen Lin, Tiffany Llopis, Richard A.	Villa Fundamental	013091 Title I, Targeted Intervention	\$97,232.40		August 12, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

	Lord, Douglas C. Lord, Jennifer R. Macias, Craig Allen Matthews, Jacqueline Nicole Mc Reynolds, Angela Marie McKeeman, Kelly Lynn Mulitsch, Douglas Wayne Nguyen, An Thuy Nguyen, Shiline Trang Nunez, Crystal O. Parra-Brown, Kara M. Peleaux, Candy N. Peng, Hsin-Jan Nancy Petrova, Nikolina Petrova Sanchez, Stephanie Stewart, Ryan D. Streckfus, Anne Marie Kivikangas Thatcher, Stephanie Lynn Thomas, Christina Marie Todorov, Nina Valdez, Jose Angel Jr. Velasco, Alfonso Visperas, Czarina Mejia Weiman, Jenifer Mary Zamudio, Amie Lee					
WIN (What I Need) Saturday Attendance Recovery Program Teachers - Extra Duty	Aguilar-Ramirez, Guadalupe Altamirano, Lillian Altamirano, Michael Alvarado, Joaquin Andaya, Jessica Anderson, Carolyn Apostol, Barbara Ashkiani, Ali Avila, David	Pupil Support Services	010719 Saturday Attendance Recovery Program (WIN)	\$350,000.63	4.5/ session	July 1, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Avila, Jannike					
Ayon, William					
Bailey, Kamdon					
Banh, Billydanh					
Barba, David					
Barber, Forrest					
Barfield, Lindsey					
Barron, Melinda					
Bartholio, Mark					
Basu, Neeta					
Beaumont, John					
Beichner, Josina					
Beltran, Ammy					
Benoun, Joseph					
Benporat, Haya					
Berger, Michael					
Bermudez, Juan					
Blash, Megan					
Blois, Laurie					
Bolton, Janet					
Booker, Howard					
Boukova, Roumyana					
Bradshaw, Christopher					
Bravo, Alexandra					
Brenneman, Robert					
Brown, Tessa					
Bruno, Catherine					
Buenrostro, Edward					
Bush, Mark					
Butler, Merlo					
Callanan, Jill					
Camacho, Octavio					
Campos, Joao					
Cante, Maria					

Personnel Calendar

Board Meeting - October 8, 2019

Cantu, Malissa					
Canzone, Nick					
Cardenas, Marisol					
Cardinal, Antoinette					
Carlson, Macy					
Caroompas III, John					
Carranza, Adrianna					
Cass, Justin Troy					
Castaneda Alvarez, Paul					
Castanha, William					
Cavanaugh, John					
Cavazos, Teresa					
Cazalis, Olivier					
Chacon, Gregory					
Chapman, Hannah					
Chavez, Hector					
Chavez, Michael					
Chen, George					
Chilton, Jana					
Christensen, Matthew					
Christman, Molly					
Chuang, Lynn					
Clement, Michelle					
Cleveland, Christina					
Cobb-Woll, Kathryn					
Colazas, William					
Conferti, Sherri					
Connell, Jennifer					
Conner, Christy					
Conners, Camron					
Conover, Matthew					
Contreras, Juan					
Contreras, Luis					
Contreras, Miriam					

Personnel Calendar

Board Meeting - October 8, 2019

Coronel, Ismael					
Corr, Sandra					
Corradino, Damian					
Cortes, Teodoro					
Cortez, Heriberto					
Cozens, Tara					
Craycraft, Gregory					
Crosbie-Davidson, Danielle					
Cruz Juarez, Juan					
Cuevas, Sofia					
Curtis, Matthew					
Cushing-Murray, Christian					
Dallas, Thomas					
Dalton, Monica					
Darrow, Ryan					
De Los Santos, Victor					
DeMent, Russell					
Decker, Sean					
DelaCuadra, Jeremy					
Dhenin, Maleah					
Diaz, Lucero					
Dinh, Sonia					
Diulio, Nickolas					
Do, Anh					
Dreyer, Claire					
Dreyer, Mary					
Dugan, Laurie					
Dukus, Robert					
Duong, Karen					
Duong, Kevin					
Echeverria, Daniel					
Elizondo, Gerard					
Elliott, Marissa					
Ells, Rachel					

Personnel Calendar

Board Meeting - October 8, 2019

Elmasry, Fareed						
Elway, Mark						
Escutia, Rosalia						
Espinoza, Emilio						
Espinoza, Tony						
Evans, Victoria						
Fabella, Thanh Trang						
Fausto, Brenda						
Fausto, David						
Fenwick, Randolph						
Fernandez, Ruben						
Feuerborn, Joyce						
Fidel, Brianna						
Fields, Jennie						
Figueroa, Ernesto						
Fitch, James						
Florance, Joseph						
Flores, Nancy						
Fonseca Chavez, Dulce						
Foster, Steve						
Fowler, Aemon						
Francis, Craig						
Gagnier, Joshua						
Gama, Jessica						
Gamnig, Michael						
Garbiso, Tiffany						
Garcia, Joseph						
Garcia, Juan						
Garcia, Raul						
Garcia, Reuben						
Garcia-Chau, Elsa						
Garcia-Lopez, Araceli						
Garcia-Parada, Elizabeth						
Garibay, Oscar						

Personnel Calendar

Board Meeting - October 8, 2019

Gaw, Catherine					
Gayron, Paul					
Gentile, Nicholas					
Gersten, Alan					
Gerstman, Clifford					
Gibson, Jonathan					
Gilchrist, Dana					
Gomez, Adrian					
Gomeztrejo, Fred					
Gonzalez, Graciela					
Goodrich, Nathan					
Gordon, Roger					
Gore, Dinesh					
Gorgone, Stephen					
Govier, Robert					
Green, Eric					
Gregory, Susan					
Grinde, James					
Groff, Susan					
Guardado, Luis					
Guerra, Andrea					
Guerrero, Elizabeth					
Gundy, Afaf					
Hagan, Kathryn					
Handley, Stephanie					
Hargrove, Laura					
Harkins, Kathryn					
Harris, Donzelle					
Harrison, Thomas					
Harvey, Todd					
Heaney, Theresa					
Helstrom, Samantha					
Hennemuth, Mark					
Hermann, Cynthia					

Personnel Calendar

Board Meeting - October 8, 2019

Hernandez, Danny					
Hernandez, Joaquin					
Herrera, Phillip					
Herrera, Susana					
Herrera-Torres, Evelyn					
Hess, Thomas					
Higgins, David					
Hightower, Sandra					
Himmelberger, Jo Ann					
Himmelberger, Paul					
Hinman, Robert					
Hollenbeck, Robin					
Hollingshead, Jason					
Hollis, Rich					
Houseman, Christopher					
Hruby, Jeffrey					
Hsia, Terry					
Huddy, Angela					
Hudson, Anne					
Huizar, Ann					
Humphrey, Geraldine					
Ibarra, Pedro					
In, Eric					
Iturralde, Christian					
Iwamoto, Dianne					
Jackson, Ryan					
Jackson, William					
Jara, Ricardo					
Jarjoura, Tony					
Jespersen, Martin					
Jocham, Laurie					
Johnson, Maria					
Jordan, Sara					
Jovel Ayala, Victor					

Personnel Calendar

Board Meeting - October 8, 2019

Kaneko, Norio					
Kaniski, Cynthia Ann					
Kavati, Kamala					
Kaye, Aron					
Kaye, Joseph					
Keeling, Lynette					
Kellar, Nena					
Kim, Duy					
Kimmons, Herbert III					
Kirchberg, John					
Knight, Sean					
Koeler, David					
Koeler, James					
Kong, Dawn					
Konstan, Mona					
Kriesel, Darlene					
Krmpotich, Robert					
LaBare, Heather					
Landrian, Ana					
Landrian, Olga					
Lapic, Andrew					
Lara, Yuri					
Larragoiti, Nancy					
Larsen, Jacob					
Larsh, Nadine					
Lawhon, Charles					
Lawrence, George					
Lee, Christopher					
Lee-Butts, Susan					
Lemus, Devora					
Lemus Zavala, Maria					
Leon, Angel					
Leon, Jose					
Leonard, Amanda					

Personnel Calendar

Board Meeting - October 8, 2019

Leung, Andrew						
Leung, Nancy						
Lillie, Brian						
Liskey, Michael						
Loh, Brenda						
Lopez, Kathy						
Lopez, Veronica						
Lozano, Richard						
Lucas, Bryan						
Lucas, Damiane						
Luong, Oriel						
Lutack, Ian						
Lynch, Dennis						
Lytle, Jill						
Mac Lennan, Luke						
MacLennan, Sara						
Mackenzie, Marcus						
Madrid, Albert						
Madrigal, Erik						
Malagon, Arnulfo						
Maldonado, Gloria						
Maldonado, Rigo						
Manntai, Eric						
Manntai, Jessica						
Martinez, Andres						
Martinez, Roman						
Martinez Hernandez, Norma						
Marting, Richard						
Mateo, Amelia						
Mc Cook, Robert						
Mc Mahon, Jeanette						
McCamish, Scott						
McCluskey, Kameron						
Mcmullen, Carrie						

Personnel Calendar

Board Meeting - October 8, 2019

Medina, Joel					
Merkovsky, Michael					
Mier Y Teran Madureri, Francisco					
Miller, Melissa					
Miranda, Ivan					
Mirhashemi, Niloufar					
Mitchell, Glenn					
Mitchell, Laura					
Mohammadi, Mehdi					
Molina, Fausto Jr.					
Monce, Maria					
Montero, Adrian					
Moothart, Heather					
Morales, Karina					
Morales, Vanessa					
Morales-Mandler, Elvia					
Moran, Zuleyma					
Morgan, Juliana					
Morgan, Lisa					
Morgan, Robert					
Morris, Jessica					
Morris, Linda					
Morris, Matthew					
Mullins, Peter					
Murgolo, Kimberly					
Musngi, Noemi					
Neufeld, Sara					
Nguyen, Dana					
Nguyen, Michael					
Nguyen, Ngan Kim					
Nguyen, Thu					
Nimmo, Samuel					
Ninofranco, John					
Noel, Barbara					

Personnel Calendar

Board Meeting - October 8, 2019

Nolan, Alicia						
Nong, Amber						
Oberreuter, Richard						
Osle, Lizette						
Osseck, Thomas						
Oveson, James						
Owens, Sarah						
Parchmann, Mark						
Parga, Regina						
Park, Cheryl						
Parker, Corrine						
Parra-Nevarez, Alejandro						
Peimbert, Barbara						
Pena, Maricela						
Penaflor, Joe						
Perez, Enrique						
Perez, Mirna						
Perez, Randall						
Perez-Chun, Maria						
Pesak, Rod						
Peterson, Kathleen						
Petrut, Tudor						
Pfeifer, Thomas						
Pham, Quoc Vuong						
Phillips, Charles						
Pierre, Eric						
Pineda, Claudia						
Pinto, Franklin						
Pola, Kevin						
Pola, Selene						
Polopolus, Jason						
Polydoros, Lori						
Priess, Ann						
Proctor, Michael						

Personnel Calendar

Board Meeting - October 8, 2019

Pruden, Suzanne					
Putros, Danial					
Qafaiti, Selena					
Quezada, Ana-Brenda					
Quinanola, Mark					
Ramirez, Robert					
Ramos, Rafael					
Rathe, Evan					
Rear, Lara					
Reed, Ashleigh					
Reed, Carah					
Reekers, Annie					
Rendon, Rocio					
Renn, Beth					
Reuter, David					
Reyes, Pedro					
Reynozo, Jesse					
Rhodes, David					
Richardson, Craig					
Rios, Estefani					
Risk, Heather					
Riturban, Vanessa					
Rivera, Zayra					
Robertson, Courtney					
Robinett, Melissa					
Robison, James					
Rocha Rodriguez, Diego					
Rodebaugh, Gary					
Rodebaugh, Jeanne					
Rodriguez, Martha					
Rodriguez, Michael III					
Rodriguez-Thomas, Rocio					
Rojas, Nelida					
Romero, Analu					

Personnel Calendar

Board Meeting - October 8, 2019

Salazar, Nichole					
Sanborn, Katrinka					
Sanchez, Jose					
Sanchez, Mayra					
Sanchez, Rudy					
Sandercock, Adam					
Sandquist, Brian					
Santiago, Joshua					
Santos, Mark					
Scanlon, Brian					
Scherger, Adrian					
Schoonmaker, Rory					
Schroeder, Kelly					
Schultz, Kevin					
Schwinge, Terrence					
Sechrest, Eric					
Segalla, Margaret					
Seigel, Helen					
Serrano, Corin					
Setlich, Laurette					
Shelton, Arlyn					
Shen, Grace					
Shepherd, Christine					
Shimasaki, Darren					
Siddall, Marie-Claire					
Siesel, Jane					
Silva, Matthew					
Silva, Meliton					
Silverman, Steven					
Silverstein, Cassandra					
Siratt, Julie					
Sirgy, Michelle					
Sloan, Erin					
Smith, Jason					

Personnel Calendar

Board Meeting - October 8, 2019

Smith, Kathy					
Smith, Thomas					
Snyder, William					
Soave, Alicia					
Sonne-Diddi, Jaimeson					
Sotelo, Laura					
Soto, Hilda					
Spielfogel, Andrea					
Stack, Theresa					
Statler, Monique					
Sterner-Hargrave, Christy					
Stevens, Kelly					
Stevenson, Neil					
Stoewsand, Shelby					
Storms, Tamara					
Sutherland, Nancy					
Swanson, Christopher					
Swanstrom, Carl					
Ta, My					
Tagaloa, Joseph					
Tamaoki, Sunny					
Tappa, Shane					
Tayco, Lance					
Tena, Daniel					
Terich, Michael Jr.					
Terwilliger, Erik					
Thomas, Justin					
Thomas, Maryanne					
Thompson, Robert					
Tieu, Ngoc					
Timmons, Eric					
Titus, Timothy					
Tomlinson, Beth					
Toroman, Zorica					

Personnel Calendar

Board Meeting - October 8, 2019

Tran, Chi						
Tran, Chyna						
Treen, Lisa						
Treffry, Aracely						
Trumbo, Richard						
Tsai, Becky						
Tukia, Inoke						
Turner, Rosalind						
Turner, Sheri						
Upmeyer, Megan						
Urrea, Gustavo						
Uytingco, Emmanuel						
Valencia, Claudia						
Valenzuela, Edward						
Vallejo, Eliana						
Van Dusen, Kathy						
Vanags, Michael						
Vazquez, Benjamin						
Vazquez, Jose						
Vazquez, Roberto						
Veitch, Deborah						
Vela, Eddie						
Verdesoto, Karla						
Vicari, Elva						
Villalobos-Vargas, Juana						
Villasenor, Julio						
Vo, Truc						
Volmer, Susan						
Vu, Lan						
Wagner, Regina						
Walden-Schulz, Lincoln						
Walker, Sarah						
Walle, Angelita						
Wardy, Meredith						

Personnel Calendar

Board Meeting - October 8, 2019

Werdel, Timothy					
West, Jeffrey					
West, William					
Westing, Judith					
Whittington, Cheryl					
Wiley, Amanda					
Williams, David					
Wilson, Joe					
Witte, Laura					
Witzigman, Sandra					
Wolfe, Michael					
Wong, Lai					
Woo, Linh					
Wood, Michael					
Woods, Adam					
Wren, Christopher					
Wright, Lori					
Yaeger, Jennifer					
Yamashita, Sandra					
Yetko, Claire					
York, Jennifer					
You, Hahnuel					
Young, Jeffrey					
Young, Jessica					
Zaki, Sherif					
Zamora, Erica					
Zinger, Maia					

Personnel Calendar

Board Meeting - October 8, 2019

Home Hospital Instruction	Childress, Allen C. Delgado, Gabriel Eidenmuller, Gail Florance, Joseph Gomez-Pedroza, Laura Guerrero, Richard Hammit, Wendy Jamison, Shawn Kapamajian, Jazmin Dreisel, Darlene Leenen, Rona Lopez, Adolfo Luong, Julie Maldonado, Gloria Meade, Donna M. Morales, Charleen Anne Nelson, Kurt Henry Ortiz, Brenda Oslanker, Rebecca Osorio, Patricia Pelosi, Carol Peterson, Brandon Reyes, Robert Antonio Reynoso, Jesse Peter Sanchez, Rudy Sanchez, Susan Sanchez Jimenez, Mayra	Pupil Support Services	016500 Special Education	\$60,020.00		August 12, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

	Sandoval, Paula Sleiman, Angela Smith, Blake Michael Stowers, Gregory Sumners, Kathryn Thomas, Maryanne Inger Tucker, Adriana Virgil, Ariadna You, Micah Zamudio, Alma					
30 Hour Targeted Intervention & Enrichment	Camacho, Octavio Curtis, Matthew Gerstman, Clifford Groff, Susan Kaneko, Norio Nguyen, Thu Peterson, Kathleen Ramos, Rafael Silverstein, Cassandra Storms, Tamara Thomas, Maryanne Valenzuela, Edward Van Dusen, Kathy You, Micah	Middle College	013091 Title I, Targeted Intervention	\$31,230.09		August 12, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Targeted Intervention- 30 Hours	Abascal, Aida Beatriz Aldrich, Nichole Rene Campos, Kathryn Ruth Chan, Jeannie Sabrina Chavez, Ana Bertha Enriquez-Carrillo, Maria Elena Fraticelli, Rebecca Gutierrez, Maria Henman-Miller, Linda Louise Jurado, Rebecca Kocher, John Andrew Maddox, Shannon C. Marx, Christopher Todd Mc Lellan, Shellye M Morales, Leticia Nguyen-Lee, Cyndy H. Olivas, Desiree M. Orrante, Rebecca Padilla, Debbie Lynn Pena, Maricela Reynafarje, Robin Michelle Rhone, Cynthia G. Ricca, Tracy Saltzer, Robin Holli Sauer, Jennifer L. Seguy, Maria Graciela Simon, Matthew Joseph Simon, Michelle Valencia, Adria Maria Vera, Emma Yolanda	Garfield Elementary School	013091 Title I, Targeted Intervention	\$62,424.67		September 25, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

Social and Emotional Support Tiered	Aldrich, Nichole Rene Fraticeili, Rebecca Gutierrez, Maria Kocher, John Andrew Maddox, Shannon C. Marx, Christopher Todd Nguyen-Lee, Cyndy H. Rhone, Cynthia G. Ricca, Tracy Saltzer, Robin Holli Simon, Matthew Joseph Simon, Michelle	Garfield Elementary School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$2,400.80		September 25, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

Strategic Intervention	Abascal, Aida Beatriz Aldrich, Nichole Rene Campos, Kathryn Ruth Chan, Jeannie Sabrina Chavez, Ana Bertha Enriquez-Carrillo, Maria Elena Fratlicelli, Rebecca Gutierrez, Maria Henman-Miller, Linda Louise Jurado, Rebecca Kocher, John Andrew Maddox, Shannon C. Marx, Christopher Todd Mc Lellan, Shellye M. Morales, Leticia Nguyen-Lee, Cyndy H. Olivas, Desiree M. Padilla, Debbie Lynn Pena, Maricela Reynafarje, Robin Michelle Rhone, Cynthia G. Ricca, Tracy Saltzer, Robin Holli Sauer, Jennifer L. Seguy, Maria Graciela Simon, Matthew Joseph Simon, Michelle Valencia, Adria Maria Vera, Emma Yolanda	Garfield Elementary School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$3,001.00		September 25, 2019
Homework Club	Apostol, Barbara Beaman, Francine Beichner, Josina Blash, Megan Brenneman, Bob	Godinez Fundamental	Title I, Core Set Aside	\$6,500.00		August 14, 2019

Personnel Calendar

Board Meeting - October 8, 2019

<p> Brown, Tessa Cairns, Josh Chuang, Lynn Conner, Christy Contreras, Miriam Cortez, Heriberto Da Silva, Careen Dodge, Scott Dreyer, Mary Elizondo, Gerry Espinoza, Emilio Evans, Victoria Fedele, Stephen Fernandez, Ruben Feuerborn, Joyce Gayron, Paul Gentile, Nicholas Gomeztrejo, Fred Gonzalez, Graciela Green, Eric Heaney, Tessa Hernandez, Marissa Herrera-Torres, Evelyn Hess, Thomas J. Howard, Phillip Jacovides, Alexis Jocham, Laurie Kaye, Aron Keeling, Lynette Koeler, James Lara, Yuri Larragoiti, Nancy Leonard, Sean Liskey, Michael </p>						
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Personnel Calendar

Board Meeting - October 8, 2019

Lytle, Jill MacLennan, Luke MacLennan, Sara Maharaj, Chester Manntai, Eric Marting, Richard Mazur, Marc McCluskey, Kameron McMahon, Jeanette Medina, Joel Miller, Melissa Mireles, Jose Montero, Adrian Morales, Elvia Morgan, Lisa Morgan, Robert Morris, Jessica Morris, Linda Musngi, Noemi Ninofranco, John Nixon, Walter Parga, Regina Perez, Mirna Pierre, Eric Pinto, Frank Pola, Kevin Pola, Selene Polydoros, Lori Prado, Hilda Priess-Maclean, Ann Proctor, Andy Pruden, Suzanne Rendon, Rocio RochaRodriguez, Diego						
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Personnel Calendar

Board Meeting - October 8, 2019

	Rodriguez, Martha Salazar, Nichole Santos, Mark Seigel, Helen Shanks, Sal Siddall, Marie Claire Silva, Matthew Sloan, Erin Smith, Jason Snyder, Bill Sotelo, Laura Statler, Monique Taylor, Dionne Tena, Daniel Tran, Chi Treen, Lisa Treffry, Aracely Uytingco, Emmanuel Valencia, Claudia Valenzuela, Alba Vallejo, Eliana Vazquez, Robert Walker, Sarah Watts, Matthew York, Jennifer					
Certificated Speech & Debate Extra Duty- Planning	Benavides, Emily Weber, Jaclyn	K-12 Teaching & Learning	Communication Studies (Speech and Debate)	\$8,050.00		July 1, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Nurses Providing Health/Medical Needs in School Related Programs	Amador, Nohemi Bainbridge, Victoria Barajas, Marlyn Beverley, Stephanie Conlin, Sarah Foster, Andrea Haro, Monica Hartmann, Alexandra Higbie, Kerstin Hughes, Tara Landeros, Jacqueline Leclercq, Diana Long, Tonya Lou Ly, Jenny Michelle, Janice Mras, Katherine Nesa, Kamirun Pedroza, Sommer Tillmanns, Jammie Vander Wende, Tina Ytuarte, Laurie	Pupil Support Services	Department Unrestricted Discretionary Accounts	\$1,500.00		August 12, 2019
Department Chair Meetings 2019-2020	Abascal, Miguel Chacon, Cesar Cruz Juarez, Juan Espinoza, Aida Espinoza, Tony Harvey, Todd Haydis, Frank Immanuel, Sylvia Johnson, Victor Lynd, Shenandoah	Reach Academy	SC-LCFF-Supplemental/Concentration	\$1,000.00		August 12, 2019
6th Grade Summer Bridge	Nunez, Crystal O. Velasco, Alfonso	Villa Fundamental	Fund 01 General Fund	\$2,300.00	36	July 1, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Professional Dev.-Certificated	Almanzar, Pete	Willard Intermediate School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$3,000.00		August 7, 2019
	Arroyo, Francisco					
	Bailey, Kylene					
	Bayon, Leslie					
	Bennett, Lloyd					
	Brito, Jenny					
	Cervantes, Mario					
	DelaCuadra, Jeremy					
	Doane, Courtney					
	Faust, Eric					
	Gaines, Angela					
	Garibay, Oscar					
	Hurtado, Catherine					
	Kanouse, Monique					
	Kilian, Jennifer					
	Lizarraga, Israel					
	Lopez, Shantel					
	Marx, Grant					
	Mattila, Steven					
	McMahon, Patrick					
	Nagle, Janelle					
	O'Neill, Kellie					
	Ortega, Netzanitl					
	Petrie, Marc					
	Pickels, Susan					
	Pratt, Theodore					
	Randall, Tamara					
	Rubio, Anita					
	Sandoval, Monique					
	Sobh, Sabah					
	Valdez-Garcia, Arturo					
	Worrell, Don					

Personnel Calendar

Board Meeting - October 8, 2019

Course Writing Outline - NJROTC	Sandercock, Adam	Educational Services	010704 Dept. SC-LCFF-Supplemental/Concentration	\$2,000.00		September 1, 2019
Bridge/Jump Start Program	Arroyo, Francisco De La Cuadra, Jeremy Doane, Courtney Nagle, Janelle Petrie, Marc Valdez-Garcia, Arturo	Willard Intermediate School	010704 Dept. SC-LCFF-Supplemental/Concentration	\$1,500.00		July 29, 2019
AVID Bridge Meetings	Bello, Keri Botch, Karisa Bustamante, Carolina Guzman, Tanya Ly, Alyssa Miller, Christopher Osorio, Patricia Schuell, Carmen Irene	Walker Elementary School	013010 IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$1,000.00		August 12, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Program Planning	Adams, Shelby	Esqueda Elementary School	010030 Unrestricted Discretionary Accounts	\$4,201.40		October 1, 2019
	Cardenas, Jennifer					
	Cervantes, Jennifer					
	Chandler, Sharon					
	Chapman, Jessica					
	Chavez, Angel					
	Collins, Marlon					
	Dodge, Patti					
	Emenger, Melanie					
	Estrada, Rebecca					
	Estrella, Patricia					
	Fleming, Eric					
	Frederick, Carolyn					
	Gallardo, Eddie					
	Galvis, Sandra					
	Golding, Matthew					
	Goodis, Debbie					
	Holst, Christopher					
	Hu, Alejandra					
	Hyde, Diane					
	Jackson, Kori					
	Jimenez, Rafael					
	Kawaguchi, Robin					
	Ledergerber, Amber					
	Lee, Torrence					
	Madrigal Chavez, Alexandra					
	Mares, Peter					

Personnel Calendar

Board Meeting - October 8, 2019

	Mason, Janice Mayer, Robert Mendiola, Michael Mercer, Susan Minko, Jennifer Mitchell, Theresa Mukasa, Ekiriya Pertschi, Heidi Pilla, Julia Ponce, Maria Puich, Jill Reyes Tenopala, Luis Rios, Jesus Roozbeh, Zohreh Rosillo, Fiorella Scott, Robin Segura, Gabriela Sosa, Griselda Tomaseck, Molly					
WASC Planning	Cardinal, Antoniette Christman, Molly Darrow, Ryan Kriesel, Darlene Maldonado, Gloria Steele-Hasen, Lisa Timmons, Erik	Chavez Continuation H.S.	010042 WASC (was FdRes 010031)	\$4,801.60	20	September 9, 2019
Teacher Extra Duty ILT	Denney, Linda Goods, Joyann Jimeno, Clare Johnston, Joanna Krill, Suzanne Mora, Josefina Nailon, Janine	Muir Fundamental School	010030 Unrestricted Discretionary Accounts	\$3,601.20		August 12, 2019

Personnel Calendar
Board Meeting - October 8, 2019

TEACH Academy Program Planning	Cortez, Andrea Elway, Mark Gersten, Alan Goodrich, Nathan Guerrero, Elizabeth Hightower, Sandy Larsh, Nadine Lawhon, Charles McDermott, Juanita Oveson, James Park, Cheryl Ann Rodebaugh, Gary Rodebaugh, Jeanne Setlich, Laurette Thomas, Justin Tomlinson, Andi Yaeger, Jennifer	Century High School	017220 Education Academy [0434] CHS	\$36,012.00		August 1, 2019
Professional Development, Planning and Prep for Student Lessons	Bruno, Catherine Clement, Michelle Contreras, Luis Dinh, Sonia Gurski, Berenice Hudson, Anne Kleinschmidt, Janet Lucas, Bryan Phan, Nu	Santa Ana High School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$18,606.20	200	September 9, 2019

Personnel Calendar

Board Meeting - October 8, 2019

Staff PLC Planning	Abascal, Aida Beatriz Aldrich, Nichole Rene Campos, Kathryn Ruth Chan, Jeannie Sabrina Chavez, Ana Bertha Enriquez-Carrillo, Maria Elena Fratlicelli, Rebecca Gutierrez, Maria Henman-Miller, Linda Louise Jurado, Rebecca Kocher, John Andrew Maddox, Shannon C. Marx, Christopher Todd Mc Lellan, Shellye M. Morales, Leticia Nguyen-Lee, Cyndy H. Olivas, Desiree M. Padilla, Debbie Lynn Pena, Maricela Reynafarje, Robin Michelle Rhone, Cynthia G. Ricca, Tracy Saltzer, Robin Holli Sauer, Jennifer L. Seguy, Maria Graciela Simon, Matthew Joseph Simon, Michelle Valenica, Adria Maria Vera, Emma Yolanda	Garfield Elementary School	013010 IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$1,200.40		September 25, 2019
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Personnel Calendar

Board Meeting - October 8, 2019

Staff Development	Abascal, Aida Beatriz Aldrich, Nichole Rene Campos, Kathryn Ruth Chan, Jeannie Sabrina Chavez, Ana Bertha Enriquez-Carrillo, Maria Elena Fraticelli, Rebecca Gutierrez, Maria Henman-Miller, Linda Louise Jurado, Rebecca Kocher, John Andrew Maddox, Shannon C. Marx, Christopher Todd Mc Lellan, Shellye M. Morales, Leticia Nguyen-Lee, Cyndy H. Olivas, Desiree M. Padilla, Debbie Lynn Pena, Maricela Reynafarje, Robin Michelle Rhone, Cynthia G. Ricca, Tracy Saltzer, Robin Holli Sauer, Jennifer L. Seguy, Maria Graciela Simon, Matthew Joseph Valencia, Adria Maria	Garfield Elementary School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$1,200.40		September 25, 2019
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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESIGNATION				
Ruiz, Aracelia	Nutrition Services Assistant	Washington	August 28, 2019	
RESIGNATION/RETIREMENT/NO LONGER EMPLOYED				
Nip, Kam	Database Engineer	TIS	September 11, 2019	
ABSENCES (3 to 20 duty days) - Without Pay				
De Vasquez, Juana	Activity Monitor	Sepulveda	August 30, 2019 - September 6, 2019	Personal
Ponce, Diana	Student Support Paraprofessional Special Education	Lincoln	September 30, 2019 - May 28, 2020	Personal
LEAVE (21 duty days or more) - Without Pay				
Oseguera, Cynthia	Student Support Paraprofessional Special Education	Lowell	September 30, 2019 - November 25, 2019	Personal
VOLUNTARY DEMOTIONS				
Moran, Luz	Personnel Clerk	Human Resources	October 9, 2019	From Site Clerk Grade/Step 24/2 to Grade/Step 22/2
Rojas, Ashley	Teacher's Aide	ECE	August 26, 2019	From After Sch. IP Grade/Step 16/2 to Grade/Step 10/2

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROBATIONARY APPOINTMENTS				
Alvarez, Yessenia	After School Instructional Provider	After School Programs	September 3, 2019	Grade/Step 16/1
Armenta, Brian	After School Instructional Provider	Madison	August 26, 2019	Grade/Step 16/1
Bruhl, Bethany	Student Support Paraprofessional Special Education	Pio Pico	September 9, 2019	Grade/Step 19/1
Camacho, Carina	Nutrition Services Assistant	Nutrition Services	October 9, 2019	Grade/Step 14/1
Carcano, Luis F.	School Police Officer	School Police	October 14, 2019	Grade/Step 40/1
Colbert, Kedarious	Senior Facilities Planner	Facilities Department	October 9, 2019	Level/Step 30/1
De La Vega, Hector	Computer Technician I	Harvey	September 16, 2019	Grade/Step 28/1
Delgado, Raul	Nutrition Services Assistant	Nutrition Services	October 9, 2019	Grade/Step 14/1
Diaz, Sonia	After School Instructional Provider	After School Programs	August 26, 2019	Grade/Step 16/1
Diaz Barcenas, Jose	Network Technician	Technology Innovations Services	October 14, 2019	Grade/Step 42/1
Flores Mendoza, Edith	Nutrition Services Assistant	Nutrition Services	October 9, 2019	Grade/Step 14/1
Frias, Jaclyn	Licensed Vocational Nurse	Health/Home- Hospital Instruction	September 23, 2019	Grade/Step 24/1
Garcia, Adilene	After School Instructional Provider	Pio Pico	September 9, 2019	Grade/Step 16/1
Garcia, Daisy	After School Instructional Provider	Taft	August 26, 2019	Grade/Step 16/1
Gates, J Lawrence	Accompanist	Visual and Performing Arts	October 23, 2019	Grade/Step 30/1

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROBATIONARY APPOINTMENTS (Continued)				
Jimenez, Katia	Student Support Paraprofessional Special Education	McFadden	September 30, 2019	Grade/Step 19/1
Leyva Jimenez, Ana Karen	After School Instructional Provider	Villa	August 26, 2019	Grade/Step 16/1
Lopez, Bianca	Site Clerk	Harvey	September 9, 2019	Grade/Step 24/1
Lopez, Blanca	After School Instructional Provider	After School Programs	August 28, 2019	Grade/Step 16/1
Lopez, Jesus	Library Media Technician	Muir	September 13, 2019	Grade/Step 25/1
Martinez, Jessica	After School Instructional Provider	Washington	September 9, 2019	Grade/Step 16/1
Mejia, Cristina	After School Instructional Provider	Esqueda	September 9, 2019	Grade/Step 16/1
Mendez, Viviana	After School Instructional Provider	Sepulveda	September 9, 2019	Grade/Step 16/1
Molloy, Julie	Senior Facilities Planner	Facilities Department	October 9, 2019	Level/Step 30/1
Navarro, Rosa	Nutrition Services Assistant	Nutrition Services	October 9, 2019	Grade/Step 14/1
Nielsen, Jasen	School Police Officer	School Police	October 9, 2019	Grade/Step 40/1
O'Neil, Kaitlin	Student Support Paraprofessional Special Education	Century	September 23, 2019	Grade/Step 19/1
Oropeza, Briana	Autism Paraprofessional	Lathrop	September 9, 2019	Grade/Step 24/4
Pena, Helen	Site Clerk	Wilson	August 26, 2019	Grade/Step 24/1
Pedroza, Maria	Teacher's Aide	ECE	September 23, 2019	Grade/Step 10/1
Salazar Avila, Sandra	Nutrition Services Assistant	Nutrition Services	October 9, 2019	Grade/Step 14/1
Sanchez-Fernandez, Vanessa	Student Support Paraprofessional Special Education	Jackson	September 23, 2019	Grade/Step 19/1
Vela, Magdalena	Nutrition Services Assistant	Nutrition Services	October 9, 2019	Grade/Step 14/1
Velasco Villa, Alicia	Nutrition Services Assistant	Nutrition Services	October 9, 2019	Grade/Step 14/1
Venturoli, Johanna	After School Instructional Provider	Garfield	September 9, 2019	Grade/Step 16/1

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROBATIONARY APPOINTMENTS (Continued)				
Zamudio Herrera, Octavio	Computer Technician I	Diamond	September 10, 2019	Grade/Step 28/1
PROMOTIONAL APPOINTMENTS				
Brennan, Brittany	Student Support Paraprofessional Special Education	McFadden	September 23, 2019	From After Sch. IP Grade/Step 16/3 to Grade/Step 19/3
Cruz, Maria	Autism Paraprofessional	Franklin	September 23, 2019	From Instr. Asst. Sev. Dis. Grade/Step 20/3 to Grade/Step 24/2
Godinez-Canal, Norma	School Office Manager Intermediate	MacArthur	October 9, 2019	From Registrar Inter. Grade/Step 24/6 + Bil. to Grade/Step 28/5 + Bil.
Gomez, Veronica	Student Support Paraprofessional Special Education	Lincoln	September 23, 2019	From After Sch. IP Grade/Step 16/4 to Grade/Step 19/4
Hernandez, Leonel	Construction Supervisor	Facilities Department	October 9, 2019	From Special Projects Team Member Grade/Step 28/6 to Grade/Step 50/1
Perez, Lyzzette	Instructional Assistant Severely Disabled	Mitchell	September 16, 2019	From SSP Sp. Ed. Grade/Step 19/6 to Grade/Step 20/6
Solis Badillo, Lizette	Preschool Teacher	ECE	August 21, 2019	From Teacher's Aide Grade/Step 10/2 to Grade/Step III/B
Torres, Rosa	Senior Secretary	Special Education	October 9, 2019	From Secretary Grade/Step 25/6 + Bil. to Grade/Step 27/6 + Bil.

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROMOTIONAL APPOINTMENTS (Continued)				
Tran, Ha My	Autism Paraprofessional	Carver	September 23, 2019	From SSP Sp. Ed. Grade/Step 19/1 to Grade/Step 24/1
REASSIGNMENT (Change of Work Site)				
Echeverria-Santos, Daisy	After School Instructional Provider	Muir	September 3, 2019	From Itinerant
Lopez, Selina	Student Support Paraprofessional Special Education	Lincoln	September 12, 2019	From Special Ed.
Lucas, Leslie	After School Instructional Provider	Pio Pico	August 7, 2019	From Itinerant
Morales, Victoria	After School Instructional Provider	Willard	August 7, 2019	From Itinerant
Pittman, Ivonne	Senior Administrative Clerk	Building Services	October 9, 2019	From Site Clerk
Renteria, Jacqueline	Activity Monitor	Jackson	September 27, 2019	From Villa
Villar, Priscilla	After School Instructional Provider	Romero-Cruz	September 3, 2019	From Spurgeon/Romero-Cruz
ADJUSTMENT OF WORKING ASSIGNMENT				
Pereyra, Erika	Library Media Technician	McFadden	September 13, 2019	From 6 hours to 8 hours
TEMPORARY ASSIGNMENTS				
Alberto, Irma	Plant Custodian High School	Valley	September 3, 2019- September 10, 2019	Grade/Step 35/2
Alegria, Milagro	Site Coordinator	Sierra	September 1, 2019 - September 30, 2019	\$25.50 hourly rate

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continued)				
Avila, Karolina	School Office Manager Elementary	Hoover	September 9, 2019 - September 20, 2019	Grade/Step 28/5 + Bilingual
Ayers, Wellindara	Senior Administrative Secretary	School Climate	September 1, 2019 - October 14, 2019	Grade/Step 31/5
Beltran, Gustavo	Plant Custodian High School	Seegerstrom	July 15, 2019 - July 26, 2019	Grade/Step 35/1
Carmen, Celestino	Roving Lead Custodian	Jackson	August 26, 2019 - September 13, 2019	Grade/Step 28/5 + Diff.
Diaz, Esther	School Office Manager High School	Century	August 7, 2019 - August 27, 2019	Grade/Step 30/6 + Bilingual
Echeverria-Salinas, Sandy	Site Coordinator	Santiago	September 3, 2019 - September 17, 2019	\$25.50 hourly rate
Garcia, Doraly	Site Coordinator	Diamond	September 3, 2019 - September 14, 2019	\$25.50 hourly rate
Garcia, Edgar	Site Coordinator	Sepulveda	September 4, 2019 - September 10, 2019	\$25.50 hourly rate
Godinez Canal, Norma	School Office Manager Intermediate	MacArthur	September 9, 2019- September 27, 2019	Grade/Step 28/5
Gomez, Liza	Registrar Intermediate	MacArthur	September 9, 2019- September 27, 2019	Grade/Step 24/6
Gonzalez, Maria	Nutrition Services Lead Production Kitchen	Nutrition Services	August 14, 2019 - September 13, 2019	Grade/Step 21/4
Jimenez, Paulino	Plant Custodian Intermediate	Lathrop	September 9, 2019 - September 13, 2019	Grade/Step 32/3

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)				
Lara, Paola	Personnel Technician	Nutrition Services	September 1, 2019 - September 30, 2019	Grade/Step 32/4
Lopez, Sandra	Nutrition Services Lead Production Kitchen	Seegerstrom	September 1, 2019 - September 30, 2019	Grade/Step 17/6
Lumley, Jennifer	Plant Custodian Elementary	Heninger	September 11, 2019- September 13, 2019	Grade/Step 28/5
Macedo, Luis	Plant Custodian Intermediate	McFadden	July 8, 2019 - July 12, 2019	Grade/Step 32/3
Maldonado, Melissa	Food Service Field Supervisor	Nutrition Services	September 2, 2019 - September 30, 2019	Grade/Step 40/4
Nava, Diana	Nutrition Services Lead Production Kitchen	Valley	August 26, 2019 - September 30, 2019	Grade/Step 21/4
Ochoa, Minerva	School Office Manager High School	Valley	September 16, 2019 - September 23, 2019	Grade/Step 30/1
Osorio, Ezequiel	Nutrition Services Lead Production Kitchen	Nutrition Services	September 9, 2019 - September 30, 2019	Grade/Step 21/4
Quintor, Kathy	Site Coordinator	Madison	August 29, 2019 - September 3, 2019	\$25.50 hourly rate
Ruiz, Vanessa	Nutrition Services Lead Production Kitchen	Nutrition Services	September 9, 2019 - September 30, 2019	Grade/Step 21/1
Soriano Lopez, Juan	Senior Groundskeeper	Building Services	August 27, 2019 September 30, 2019	Grade/Step 30/2
Visoso, Janet	Food Service Field Supervisor	Nutrition Services	September 12, 2019- September 30, 2019	Grade/Step 40/1

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 8, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)				
Visoso, Janet	Food Service Supervisor Intermediate	MacArthur	September 6, 2019 - September 11, 2019	Grade/Step 27/2
HOURLY APPOINTMENTS				
Hernandez, Jessica	AVID Tutor	Villa	September 12, 2019	Grade/Step 16/1
Mojica, Ashley	Instructional Assistant Provider	Santa Ana	September 12, 2019	Grade/Step 16/1
		Deputy Superintendent's Office		
Ousley, Mardelle	Instructional Assistant Provider		September 13, 2019	Grade/Step 16/1
Pellecer, Alexis	AVID Tutor	Seegerstrom	September 17, 2019	Grade/Step 16/1
Prado, Cassandra	Instructional Assistant Provider	Godinez	September 9, 2019	Grade/Step 16/1
Rodriguez-Martinez, Sergio	Instructional Assistant Provider	Century	September 13, 2019	Grade/Step 16/1
		Deputy Superintendent's Office		
Thach, Lee	Instructional Assistant Provider		September 13, 2019	Grade/Step 16/1
Vega, Yuliza	AVID Tutor	Santa Ana	September 17, 2019	Grade/Step 16/1

Board Meeting - October 8, 2019

Title of Activity	Employee Name(s)	Site/Dept	Funding Source	Total Amount Not to Exceed	Total Hours Not to Exceed	Date Service From
Library Extra Duty	Sandoval, David	Heroes Elementary School	Fund 01 General Fund	\$7,000.00		July 30, 2019
Training: Accommodations & Modifications	Covarrubias, Jessica Machado-Diaz, Luciana	Special Education	Special Education	\$308.00	6	July 8, 2019
Training: Understanding Social Emotional Development Across the Age Span	Machado-Diaz, Luciana Martinez, Claudia Muhammed, Rohemah	Special Education	Special Education	\$563.00	5.5	July 9, 2019
Technical and Programming Support for Aeries/SIS Maintenance and Outages	Blacker, Robert Perea, Joseph Wong, Donna	Technology Innovations Services	Unrestricted Discretionary Accounts	\$3,000.00		July 1, 2019
Technical and Programming Support for Outages and Maintenance	Ling, Ricky Nguyen, Phong Nguyen, Tu Perea, Joseph Pham, Viet Tanious, Victor Yan, Dong	Technology Innovations Services	Unrestricted Discretionary Accounts	\$3,000.00		July 1, 2019

Board Meeting - October 8, 2019

Training: Understanding Social Emotional Development Across the Age Span	Delgado, Maria Hernandez, Michelle	Special Education	Special Education	\$282.00	5.5	July 10, 2019
Activity Monitor- Child Care	Alvarez de Baca, Minerva Alvarez, Maria Carmen Ballejo Alejandro, Ma Guadalupe Castillo, Deenis Castillo, Eustolia Garces, Zulma C Garcia de Castro, Maria Concepcion Gutierrez, Maria Tejeda Vallejo, Laura Torrento, Ismenia Vazquez, Elvira Velazquez, Yrma	Garfield Elementary School	Title I, Core Set Aside	\$1,000.00		September 25, 2019
Office Staff Overtime 2019-2020	Chavez Cruz, Keila Perez, Martha Quintero, Griselda Torres, Rosa	Building Services	Fund 01 General Fund	\$10,000.00	200	July 1, 2019

Board Meeting - October 8, 2019

Grounds Staff Overtime 2019-2020	Azucena, Wilfredo Barba, Rodney Bazurto, Enrique Bustamante, Juan Chavez, Fernando Corona, Gregorio Escobedo, Angel Guzman, Angel Khamphanh, Boualoy Khamphanh, Bountom Magallon, Mario Moreno, Gerard Pantoja, Angel Perales, Guadalupe Phabsomphou, Mark Ramirez, Marcos Ramirez, Orlando Slater II, Laurence Soriano Lopez, Juan Soukaseume, Tony Todd, Bryan Torres, Armando Torres, Maurilio Torres Rodriguez, Edmundo Valerio, Eduardo Vargas, Juan	Building Services	Fund 01 General Fund	\$11,000.00	250	July 1, 2019
	Velasco, Juan Velasco, Pedro Velazco, Gilberto Wilson, David					
Civic Center Office Staff Overtime	Baez Becerra, Ramon Binninger, Mary Houlihan, Mollie	Civic Center	Fund 01 General Fund	\$12,000.00	250	July 1, 2019

Board Meeting - October 8, 2019

ABA Basics: Understanding and Supporting Problem Behavior	Martinez, Claudia Muhadmed, Rohemah	Special Education	Special Education	\$281.00	5.5	August 2, 2019
Extra Duty Computer Technician	Lopez, Ramon	Villa Fundamental School	Unrestricted Discretionary Accounts	\$5,000.00	100	July 1, 2019
Translator/ Interpreter for Parent Meetings	Zorio, Damaris	Villa Fundamental School	Fund 01 General Fund	\$1,000.00		August 12, 2019
Overtime for Special Events Such as Ground Breaking and Ribbon Cutting Ceremonies	Gil, Jesse Gordon, Edward Lopez, Jason Martinez, Jason Martinez, Hector Perez, Samuel Salcedo, Eric Wilson, David	Facilities Department	Fund 01 General Fund	\$5,200.00	100	July 1, 2019
School-wide Events Athletic Equipment Manager Extra Duty	Marenco, Any	Seegerstrom High School	SC-LCFF- Supplemental/ Concentration	\$2,000.00		August 1, 2019
Extra Duty Interpreter	Villena, Maria	Mitchell Child Development Center	Special Education	\$2,500.00	30	August 12, 2019
Activity Monitor	Aguilar, Maria Duran, Adelina Galvan, Maria Jimenez, Leticia Nunez, Adelfina Olvera Pacheco, Maria Salcedo, Celia	Walker Elementary School	Fund 01 General Fund	\$250.00		August 12, 2019
Accompanist	Bullard, Anne-Marie	Godinez Fundamental	Unrestricted Discretionary Accounts	\$5,500.00	183	October 9, 2019

Board Meeting - October 8, 2019

Plant Custodian Elementary - Extra Help	Jones, Clarence	King Elementary School	Unrestricted Discretionary Accounts	\$500.00	30	August 27, 2019
Library Media Tech. - Extra Help	Payton, Wendy	King Elementary School	Unrestricted Discretionary Accounts	\$700.00	30	August 27, 2019
District Safety Officers	Garcia, Anthony Godinez, Enrique Martinez-Lopez, Celia Velarde, Mauricio	Godinez Fundamental	Unrestricted Discretionary Accounts	\$10,000.00		August 22, 2019
Extra Duty for Translation	Flores, Fabian Gomez, Adam Gonzalez, Kimberly Mejia Saldiva, Maribel Miranda, Concepcion Romero, Jessica Salcedo, Isabel Zuniga, Daisy	Greenville Fundamental School	Unrestricted Discretionary Accounts	\$644.30		August 12, 2019
DSO Support	Pena, Rudy Sandoval, Ray	Romero-Cruz Academy	Unrestricted Discretionary Accounts	\$1,000.00		September 2, 2019
Extra Duty - Computer Tech I	Truong, Rick	Muir Fundamental School	Unrestricted Discretionary Accounts	\$2,577.20		July 29, 2019
School Office Assistant - Elementary	Rodriguez, Graciela	Jackson Elementary School	Unrestricted Discretionary Accounts	\$2,860.69		July 15, 2019

Board Meeting - October 8, 2019

Teachers Extra Duty	Adame, Gabriela Alvey, Rodolfo Barnes, Angela Behar, Raquel Bui, Brittany Carmen Espinoza, Cynthia Delgado, Susana Fausto, Margaret Flores, Silvia Garcia, Kessia Gutierrez Lilly, Yolanda Hernandez Morales, Nery Hinds, Kellie Jimenez, Yeni Kothandaraman, Deepa Lara, Amanda Maldonado, Carmen Martinez, Ana Mendoza, Melanie Nguyen, Kayla Nguyen, Thach Peral, Iris Ramirez, Javier Ramirez, Laura Renteria, Josefina Rodriguez, Zully Sandoval, Mariana Soto, Angelica Torres, Maria Vu, Christina Wiese, Maria	Head Start	Head Start	\$6,002.00		July 1, 2019
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Board Meeting - October 8, 2019

Community Workers Over Time	Chavez, Alejandra Cortez, Patricia Garcia, Elizabeth Jimenez, Adriana Najera, Vanessa Ramirez, Raul Ruelas, Lizet Valencia, Melba	Head Start	Head Start	\$4,002.94		July 1, 2019
Custodial	Sanchez, Jose	Carr Intermediate School	Unrestricted Discretionary Accounts	\$436.56		August 31, 2019
DSO Support Athletics	Cisneros, Isaac Escobar, David Rios, Ronald	Saddleback High School	SC-LCFF- Supplemental/ Concentration	\$2,728.50		August 1, 2019
Activity Monitor Childcare	Aguilar, Maria Duran, Adelina Galvan, Maria Jimenez, Leticia Nunez, Adelfina Olvera Pacheco, Maria Salcedo, Celia	Walker Elementary School	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$644.30		September 10, 2019
Back to School Night - DSO	Pinedo, David	Carr Intermediate School	Fund 01 General Fund	\$545.70		September 5, 2019
Computer Instructional Assistant	Quezada, Elida	Heninger Elementary School	Unrestricted Discretionary Accounts	\$6,443.00		September 9, 2019
DSO Extra Duty	Gonzales, Freddie	MacArthur Fundamental School	Unrestricted Discretionary Accounts	\$499.86		August 12, 2019

Board Meeting - October 8, 2019

Extra Duty - Translator at Parent Meetings, Conferences, IEP's	Avina, Juan Carlos Carranza, Jennifer Carranza, Wendy Costa, Janet Escalante, Teresa Maria Garcia, Cecilia Guillen, Roxana Martinez, Sylvana Morales, Gary Muniz, Chris Perez, Elizabeth	Muir Fundamental School	Unrestricted Discretionary Accounts	\$1,159.74		August 12, 2019
Custodial Extra Curricular Activities	Brown, Gerald Patrick Chavarria Ortiz, Luis Desouza, Cido Guadarrama, Guadalupe Serrano, Robert	Saddleback High School	Unrestricted Discretionary Accounts	\$2,182.80		August 1, 2019
Custodial Athletic Support	Brown, Gerald Patrick Chavarria Ortiz, Luis Desouza, Cido Guadarrama, Guadalupe Serrano, Robert	Saddleback High School	SC-LCFF- Supplemental/ Concentration	\$1,418.82		August 1, 2019
Groundskeeper Athletic Support	Alvarez, Daniel Macias, Alfredo Perez, Paul	Saddleback High School	SC-LCFF- Supplemental/ Concentration	\$1,309.68		August 1, 2019
Stage Manager Support	Lopez, Josue	Saddleback High School	Unrestricted Discretionary Accounts	\$1,637.10		August 1, 2019
Carr Custodial	Ruiz, Daniel Sosa, Carlos	Carr Intermediate School	Fund 01 General Fund	\$6,548.40		August 10, 2019

Board Meeting - October 8, 2019

Classified Office Extra Duty	Aguilar, Joanna Diaz, Esther Garcia, Lisset Kolar, Martha Lopez, Priscilla Lor, Sorphier Maciel, Elizabeth Najera, Marisela Page, Emir	Century High School	Unrestricted Discretionary Accounts	\$2,577.20		July 1, 2019
Stage Manager Extra Duty 2019-20	Munguia Manzo, Joel	Century High School	Unrestricted Discretionary Accounts	\$1,091.40		July 1, 2019
Custodian- Extra Duty	Moreno, Jose R	Garfield Elementary School	Unrestricted Discretionary Accounts	\$171.35		September 25, 2019
2019-20 DSO Extra Duty	Flores, Sylvia Flores, Yvette Guillen, Damian	Century High School	Unrestricted Discretionary Accounts	\$19,329.00		July 1, 2019
Tiger Training(Summer Bridge)	Cardenas, Victor Lozano, Jesus Mendiola, David	MacArthur Fundamental	010704 Dept. SC- LCFF- Supplemental/ Concentration	\$2,319.48		July 29, 2019

Board Meeting - October 8, 2019

2019-20 Instructional Assistant Extra Duty	Aguilar, Leticia Calderon, Carlo Carbajal, Lizet Carter, Zachary Ceja, Fernando Cornejo, Edwin Duenas, Evelyn Franco, Jasmin Garcia, Jose Garcia, Melissa Lipiz, Acela Lopez Cantu, Ana Marron, Norma Ortega, Edna Pomerantz, Carole Quintana, Oliva Ramirez, Verenice Rodriguez, Gustavo Rodriguez, Karen Rodriguez, Lurdes Vargas Gavino, Catalina Vargas, Angelique Zamora, Monica	Century High School	Unrestricted Discretionary Accounts	\$644.30		July 1, 2019
2019-20 Custodial Extra Duty	Alvarez, Manuel Barajas Gallegos, Francisco Enriquez, Mario Funes, Jorge Mendoza, Jesus Pham, Thang Rojas, Adam	Century High School	Unrestricted Discretionary Accounts	\$4,365.60		July 1, 2019
Computer Tech Extra Duty 2019-20	Martinez, Francisco	Century High School	Unrestricted Discretionary Accounts	\$1,288.60		July 1, 2019

Board Meeting - October 8, 2019

2019-20 Library Media Tech Extra Duty	Gonzalez, Yolanda	Century High School	Unrestricted Discretionary Accounts	\$1,288.60		July 1, 2019
Gather Conference Room Occupancy Data District-Wide	Topete, Silvia	Facilities Department	Fund 49 Misc.	\$349.25	10.5	June 17, 2019
Teaching & Learning Classified Overtime 2019-20	Gonzalez, Mayra	K-12 Teaching & Learning	Department Unrestricted Discretionary Accounts	\$1,828.10		August 1, 2019
Teaching & Learning Classified Overtime 2019-20	Gonzalez, Mayra	K-12 Teaching & Learning	Department Unrestricted Discretionary Accounts	\$1,999.44		August 1, 2019



SANTA ANA UNIFIED SCHOOL DISTRICT MULTI-TIER SYSTEM OF SUPPORT (MTSS) COORDINATOR OF BEHAVIOR

JOB SUMMARY:

Under the direction of the Assistant Superintendent, School Performance and Culture, or designee, the Multi-Tier System of Support (MTSS) Coordinator of Behavior provides training, consultation, and coaching that addresses school-wide, targeted, and individualized behavioral goals. The coordinator develops plans and actions driven by data to support students through a collaborative model using research-based practices. Using the Multi-Tier System of Support (MTSS) framework to prioritize-tiered interventions, implement, integrate, evaluate and sustain districtwide behavior program and supports by developing partnerships, and other special projects related to the behavioral wellbeing of all students.

REPRESENTATIVE DUTIES:

- Provide overall leadership to the District on meeting student behavioral needs, developing best practices, programs and services, policies and procedures. **E**
- Work collaboratively with the support personnel and school administration to analyze and assess the behavior needs of individual schools and individual students. Will provide recommendations for continued service improvements. **E**

Provide Tier 1 - School-wide Universal support:

- Coordinate and provide-positive behavior support training, presentations, and professional development for school administrators, school staff, and parents. **E**
- Participate as part of a district multidisciplinary team to support all grade levels (preschool-high school) with school-wide PBIS practices. **E**

Provide Tier 2 - Site-specific Targeted support:

- Develop, guide, and support sites with alternatives to suspension. **E**
- Coordinate meetings with staff, parents, and service providers to discuss behavior observations and develop action plans. **E**
- Guide administrators and support staff with discipline practices, policies, and procedures. **E**
- Monitor and support staff with discipline documentation and data review. **E**
- Collaborate with a variety of service providers and agencies to coordinate services and implement support plans. **E**

Provide Tier 3 - Individualized Intensive support:

- Collaborate with multidisciplinary teams to develop behavior intervention plans as part of Section 504 plans. **E**
- Train, direct, and support Behavior Intervention Specialist. **E**
- Monitor Behavior documentation and implementation of behavior support plans. **E**
- Provide behavior intervention strategies and services. **E**
- Collaborate with director of School Climate and administrators to conduct suspension/expulsion meetings. **E**
- Complete and track suspension/expulsion data as expected by district and State. **E**

MULTI-TIER SYSTEM OF SUPPORT (MTSS) COORDINATOR OF BEHAVIOR (CONTINUE)

REPRESENTATIVE DUTIES: (continued)

- Collaborate with school teams to develop behavioral plans. **E**
- Consult with parents and school staff regarding the well-being and behavioral needs of their students, and assist in the explanation of district interventions and support systems. **E**
- Serve as a District representative and work closely and cooperatively with local, County, and State level personnel, community boards, and committees with respect to student wellbeing, alternative, and social service programs. **E**
- Understand the legal issues and District procedures related to behavior. **E**
- Plan, schedule, and conduct in-service trainings and meetings of elementary, intermediate, and high school administration, counselors, and other identified staff to support school sites with behavior related concerns and provision of Tier II and III SEL intervention and to discuss universal, targeted, and intensive student supports and programs, activities, and promote appropriate alternatives and interventions for students. **E**
- Work closely and cooperatively with local universities to further develop and expand internships to support students and District initiatives. **E**
- Ensure the school discipline system is reflective of best practices for developing positive climate and culture and effective behavior development of students. **E**
- Develop the systems and structures to ensure sustainability of behavior approaches. **E**
- Perform other related duties as assigned. **E**

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Positive Behavior Intervention and Support (PBIS).
- Multi-Tiered System of Support (MTSS) SUMS initiative within California.
- Student discipline, their legal requirements, and programmatic options.
- Grant development strategies and evaluation procedures.
- District operations, policies, and objectives.
- City and community cultures.
- Report writing, data collection, and record-keeping techniques.
- Principles and practices of administration, supervision, and training.
- Applicable federal, state, local laws, and Education Code.
- Student needs of differing socio-economic, linguistic, and ethnic backgrounds.
- Knowledge of Microsoft applications and student databases.
- State standards, assessments, and multiple measures.
- Strategies to build partnerships.

MULTI-TIER SYSTEM OF SUPPORT (MTSS) COORDINATOR OF BEHAVIOR (CONTINUE)

KNOWLEDGE AND ABILITIES: (continued)

Ability to:

- Effective oral and written communication skills.
- Ability to present complex information.
- Able to establish and maintain professional working relationships.
- Build a professional rapport and apply courteous communication with families.
- Timely, organized, and detail oriented with documentation.
- Able to work as part of a multidisciplinary team.
- Strong administrative and leadership skills.
- Communicate and relate effectively in a multicultural environment.
- Work confidentially with discretion.
- Maintain records and prepare reports.
- Plan, supervise, and evaluate departmental operations.
- Meet schedules and timelines.
- Work effectively with administrators, staff, parents, and community within multicultural and bilingual environments.
- Effectively interpret and analyze data and/or assessments.

EDUCATION AND EXPERIENCE:

Any combination equivalent to Master's degree in Education, School Counseling, School Psychology, School Social Work, and/or other related field. Five years of public school experience, some of which must pertain to development and delivery of behavioral learning services, student behavior strategies, PBIS, and teacher development.

LICENSES AND OTHER REQUIREMENTS:

- Valid Administrative Credential desirable.
- Valid California Education Specialist, Single or Multiple Subject Credential, or Pupil Personnel Services credential (authorizing service as a school psychologist).
- Must be able to become certified by the Crisis Prevention Institute (CPI) in non-violent crisis intervention.
- Valid Board-Certified Behavior Analyst (BCBA) or Applied Behavior Analysis (ABA) certification, desirable.
- Bilingual/Biliterate (English/Spanish) desirable.
- MTSS training or certification desirable.
- License in Professional Clinical Counseling, Licensed Clinical Social Worker, Marriage and Family Therapy, or Educational Psychology desirable.
- Bi-literate (English/Spanish) desirable.
- Valid California driver's license.

**MULTI-TIER SYSTEM OF SUPPORT (MTSS) COORDINATOR OF BEHAVIOR
(CONTINUE)**

WORKING CONDITIONS:

Environment:

- Classroom/office environment.
- Driving a vehicle to conduct work.

Physical Abilities:

- Hearing and speaking accurately to exchange information.
- Seeing to read a variety of materials.
- Drive a vehicle.
- Sitting a major portion of time, but standing and walking for periods of time.
- Bending at the waist, kneeling, or crouching.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.
- Dexterity of hands and fingers to operate.

Reasonable accommodations may be made to enable a person with a disability to perform the essential functions of the job pursuant to the Interactive Process.

Board Approved: 10/8/19

RESOLUTION NO. 19/20-3312
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

Proclamation Declaring National School Lunch Week - October 14-18, 2019

WHEREAS, the School Lunch Program has served our nation admirably for over 70 years; and

WHEREAS the School Lunch Program is dedicated to the health and well-being of our nation's children; and

WHEREAS the School Lunch Program joins and has been joined through the years by many other excellent child nutrition programs; and

WHEREAS there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs; and

WHEREAS Nutrition Services is dedicated to supporting education by serving healthy meals to the students of Santa Ana; and

NOW THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's Board of Education declares the week of October 14-18 2019, as "NATIONAL SCHOOL LUNCH WEEK" and devote this week to the recognition of the dedicated and hardworking people who make the School Lunch Program a reality in their community schools, and encourage all residents of the City of Santa Ana to become aware of the solid foundation for learning provided by a nutritious School Lunch.

Upon motion of Member John Palacio and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES: Amezcua, Rodriguez, Alvarez, Palacio

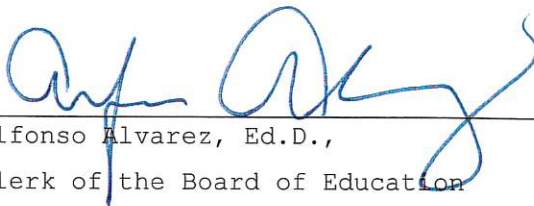
NOES:

ABSENT:

1 STATE OF CALIFORNIA)
2) SS:
3 COUNTY OF ORANGE)
4

5 I, Alfonso Alvarez, Ed.D., Clerk of the Board of Education of the Santa Ana
6 Unified School District of Orange County, California, hereby certify that the above
7 and foregoing Resolution was duly adopted by the said Board at a regular meeting
8 thereof held on the 8th day of October, 2019, and passed by a vote of 4-0
9 of said Board.

10
11 IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of
12 October, 2019.

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16 _____
17 Alfonso Alvarez, Ed.D.,
18 Clerk of the Board of Education
19 Santa Ana Unified School District
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Santa Ana Unified School District

BOARD POLICY NO: 3400

EFFECTIVE: 10/08/2019

SUBJECT: Management of District Assets/Accounts

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

SCOPE:

The Governing Board recognizes its fiduciary responsibility to effectively manage and safeguard the District's assets and resources in order to help achieve the District's goals for student learning.

POLICY:

The Superintendent or designee shall establish and maintain an accurate, efficient financial management system that enhances the District's ability to meet its fiscal obligations, produces reliable financial reports, and complies with laws, regulations, policies, and procedures. He/she shall ensure that the District's accounting system provides ongoing internal controls and meets generally accepted accounting standards.

Capital Assets:

The Superintendent or designee shall develop a system to accurately identify and value District assets in order to help ensure financial accountability and to minimize the risk of loss or misuse. District assets with a useful life of more than one year and an initial acquisition cost of \$5,000 or more shall be considered capital assets.

The Superintendent or designee shall determine the estimated useful life of each capital asset and shall calculate and report the estimated loss of value; or depreciation; during each accounting period for all capital assets.

Internal Controls/Fraud Prevention:

The Board expects Board members, employees, consultants, vendors, contractors, and other parties maintaining a business relationship with the District to act with integrity and due diligence in dealings involving the District's assets and fiscal resources.

The Superintendent or designee shall develop internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the District. These internal controls may include, but are not limited to, segregating employee duties relating to authorization, custody of assets, and recording or reporting of transactions; providing detailed, written job descriptions explaining the segregation of functions; adopting an integrated financial system; conducting background checks on business office employees; and requiring continuous in-service training for business office staff on the importance of fraud prevention.

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to his/her immediate supervisor and/or the Superintendent or designee.



Santa Ana Unified School District

BOARD POLICY NO: 3400

EFFECTIVE: 10/08/2019

SUBJECT: Management of District Assets/Accounts

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

The Superintendent or designee shall have primary responsibility for any necessary investigations of suspected fraud, impropriety, or irregularity, in coordination with legal counsel, the District's auditors, law enforcement agencies, or other governmental entities, as appropriate.

DESIRED OUTCOME:

To effectively manage and safeguard the District's assets and resources in order to help achieve the District's goals for student learning.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 3000 - Concepts and Roles

BP 3100 - Budget

BP 3300 - Expenditures and Purchases

BP 3312 - Contracts

BP 3314 - Payment for Goods and Services

BP 3440 - Inventories

BP 3460 - Financial Reports and Accountability

BP 4119.1/4219.1/4319.1 - Civil and Legal Rights

AR 3000 - Concepts and Roles

AR 3100 - Budget

AR 3300 - Expenditures and Purchases

AR 3312 - Contracts

AR 3460 - Financial Reports and Accountability

Legal Reference

Education Code:

14500-14508	Financial and compliance audits
35035	Powers and duties of superintendent
35250	Duty to keep certain records and reports
41010-41023	Accounting regulations, budget controls and audits
42600-426043	Control of expenditures
42647	Drawing of warrants by District on county treasurer; form; reports, statements and other data

Government Code:

53995-53997	Obligation of contract
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Management Resources:

Governmental Standards Accounting Board:

Statement 34, Basic Financial Statements - and Management's Discussion and Analysis
- For State and Local Governments, June 1999



Santa Ana Unified School District

BOARD POLICY NO: 3400

EFFECTIVE: 10/08/2019

SUBJECT: Management of District Assets/Accounts

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

Web Sites:

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

California Department of Education, School Finance: <http://www.cde.ca.gov/fg>

State Controller's Office: <http://www.sco.ca.gov/>

Fiscal Crisis & Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

ADOPTION AND REVISION HISTORY:

(8-98 4-02) 10-19



Santa Ana Unified School District

BOARD POLICY NO: 3460

EFFECTIVE: 10/08/2019

SUBJECT: Financial Reports and Accountability

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

SCOPE:

The Governing Board is committed to ensuring accountability to the public for the fiscal health of the District. The Board shall adopt sound fiscal policies and oversee the District's financial condition.

POLICY:

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the District's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When any such report must be approved by the Board prior to its submission to a local, state, and/or federal agency, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report and meet any applicable submission deadline.

The Board shall regularly communicate the District's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the District's financial stability.

If District conditions predict fiscal distress or indicate that the District might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the District's fiscal health and may contract with an external individual or organization to advise the District on fiscal matters.

Unaudited Actual Receipts and Expenditures:

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the District's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI).

Gann Appropriations Limit Resolution:

On or before September 15, the Board shall adopt a resolution identifying, pursuant to Government Code 7900-7914, the District's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be



Santa Ana Unified School District

BOARD POLICY NO: 3460

EFFECTIVE: 10/08/2019

SUBJECT: Financial Reports and Accountability

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

made available to the public on the day of the Board meeting.

Interim Reports/Certification of Ability to Meet Fiscal Obligations:

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the District's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the District for public review.

Within 45 days after the close of the period reported, the Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Board, whether the District will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following:

1. "Positive certification" indicating that the District will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the District may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the District will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI.

If the District's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change.

Whenever the District receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the District's fund and cash balances through June 30.



Santa Ana Unified School District

BOARD POLICY NO: 3460

EFFECTIVE: 10/08/2019

SUBJECT: Financial Reports and Accountability

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

At any time during the year when the County Superintendent conducts a comprehensive review of the District's financial and budgetary conditions after he/she has determined that the District's budget does not comply with state criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the District shall notify the County Superintendent and the SPI of its proposed actions on the recommendation.

Audit Report:

By April 1 of each year, the Board shall provide for an annual audit of the District's books and accounts. To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the District in each of the six previous fiscal years.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller.

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual District audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

DESIRED OUTCOME:

To ensure the District's budget and financial operations support the District's goals for student achievement.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 1340 - Access to District Records

BP 3100 - Budget

BP 3300 - Expenditures and Purchases

BP 3400 - Management of District Assets/Accounts

BP 3430 - Investing

BP 4143/4243 - Negotiations/Consultation



Santa Ana Unified School District

BOARD POLICY NO: 3460

EFFECTIVE: 10/08/2019

SUBJECT: Financial Reports and Accountability

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

BP 9000 - Role of the Board

BP 9322 - Agenda/Meeting Materials

AR 1340 - Access to District Records

AR 3100 – Budget

AR 3110 - Transfer of Funds

AR 3300 - Expenditures and Purchases

Legal Reference:

Education Code:

1240	Duties of county superintendent of schools
14500-14508	Financial and compliance audits
17070.10-17079.30	Leroy F. Greene School Facilities Act
17150-17150.1	Public disclosure of non-voter-approved debt
17170-17199.5	California School Finance Authority
33127	Standards and criteria for local budgets and expenditures
33128	Standards and criteria; inclusions
33129	Standards and criteria; use by local agencies
35035	Powers and duties of superintendent
41010-41024	Accounting system and audits
41326	Emergency apportionment
41344	Repayment of apportionment significant audit exceptions
41344.1	Appeals of audit findings
41455	Examination of financial problems of local Districts
42100-42105	Requirement to prepare and file annual statement
42120-42129	Budget requirements
42130-42134	Financial reports and certifications
42140-42142	Public disclosure of fiscal obligations
42637	County superintendent review of District's financial and budgetary conditions
42652	Revocation or suspension of warrant authority
48300-48316	Student attendance alternatives

Government Code:

3540.2	School District; qualified or negative certification; proposed agreement review and comment
7900-7914	Appropriations limit
16429.1	Local agency investment fund
53646	Reports of investment policy and compliance

Code of Regulations, Title 2:

1859.104	Leroy F. Greene School Facilities Program, reporting requirements
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Santa Ana Unified School District

BOARD POLICY NO: 3460

EFFECTIVE: 10/08/2019

SUBJECT: Financial Reports and Accountability

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

Code of Regulations, Title 5:

15060	Standardized account code structure
15070	Submission of reports using standardized account code structure
15440-15451	Criteria and standards for school District budgets
15453-154634	Criteria and standards for school District interim reports
15480-15490	Criteria and Standards for County Office of Education Reports
19810-19816.1	Audits

United States Code, Title 31:

7501- 7507	Single audits of federal program funds
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Code of Federal Regulations, Title 2:

200.0-200.521	Federal uniform grant guidance
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Management Resources:

California Department of Education Communications

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007

Audit Resolution Process: Repayment Plans, December 8, 2000

Fiscal Crisis and Management Assistance Team Publications:

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

Governmental Accounting Standards Board Statements:

Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

State Controller Publications:

Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)

U.S. Government Accountability Office and President's Council on Integrity and Efficiency (PCIE) Publications:

Government Auditing Standards, 2011

Financial Audit Manual, revised 2008

Web Sites:

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

California County Superintendents Educational Services Association:

<http://www.ccsesa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>



Santa Ana Unified School District

BOARD POLICY NO: 3460

EFFECTIVE: 10/08/2019

SUBJECT: Financial Reports and Accountability

CATEGORY: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Accounting Department

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

State Controller's Office: <http://www.sco.ca.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>

ADOPTION AND REVISION HISTORY:

(8-98 4-02) 10-19

9. APPROVAL OF CONSENT CALENDAR

Subject	9.2 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Recommended Action	Accept gifts in accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07028 District-wide Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Acceptance of Gifts in Accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests

ITEM: Consent

SUBMITTED BY: Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services

ITEM SUMMARY:

- The Superintendent shall bring all gifts to the Board of Education for approval.
- Total donated: \$10,575
- 2019-20 total donations: \$70,735.94

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board acceptance of gifts, grants, and bequests on behalf of school sites and District. For purposes determining the estimated value of gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

RATIONALE:

The Board may accept any bequest or gift, money, or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to provide equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. The Superintendent or Designee's discretion, a gift may be used at a particular school.

FUNDING:

No fiscal impact

RECOMMENDATION:

Accept gifts in accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests

File Attachments Gift List 10.22.2019.pdf (143 KB)

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE – October 22, 2019

School/Department:	Gift:	Amount:	Donor:	Used For:
Diamond Elementary School		\$1,000.00	Garfield Elementary PTO	Student Incentives and Field Trips
Lowell Elementary School		\$1,000.00	Cicily Kavilaveettil	Field Trips
Santa Ana High School		\$1,000.00	Rick Kagasoff	NJROTC
Thorpe Fundamental School		\$7,000.00	Thorpe PTA	Field Trips
SAUSD-College and Career Readiness	Food	\$575.00	El Pollo Norteño	College Night 2019
October 22, 2019 Donations		\$10,575.00		
2019-20 Total Donations		\$70,735.94		

For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

9. APPROVAL OF CONSENT CALENDAR

Subject	9.3 Orange County Department of Education First Quarterly Report on Williams Settlement Fiscal Year 2019-20
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07028 District-wide Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Orange County Department of Education First Quarterly Report on Williams Settlement Fiscal Year 2019-20

ITEM: Consent

SUBMITTED BY: Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services

ITEM SUMMARY:

California Education Code section 1240(2)(H) requires this report to be provided to the Board at a regularly scheduled meeting held in accordance with public notification requirements.

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board to review quarterly information on the Williams Settlement First Quarterly Report. In order to meet the Williams Settlement Uniform Complaint Reporting requirements per Education Code Section 35186(d), staff is required to report summarized data on the nature and resolution of all complaints on quarterly basis to the County Superintendent of Schools and the Governing Board of the school district. The complaints and written responses shall be available as public records.

RATIONALE:

Attached is a chart summarizing the first quarterly-reported complaints for Santa Ana Unified School District beginning on July 1, 2019 and ending on September 30, 2019. The form is due to the Orange County Department of Education on October 25, 2019.

FUNDING:

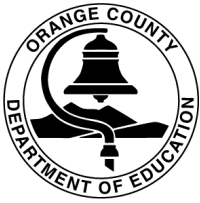
No Fiscal Impact

RECOMMENDATION:

Presented for information.

Administrative File Attachments

[First Quarter UCP Report Form District 2019-20.pdf \(184 KB\)](#)



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2019-20**

District: _____

District Contact: _____

Title: _____

- | | | |
|-------------------------------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 – September 30, 2019 | Report due by October 25, 2019 |
| <input type="checkbox"/> Quarter #2 | October 1 – December 31, 2019 | Report due by January 31, 2020 |
| <input type="checkbox"/> Quarter #3 | January 1 – March 31, 2020 | Report due by April 24, 2020 |
| <input type="checkbox"/> Quarter #4 | April 1 – June 30, 2020 | Report due by July 31, 2020 |

Check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Missassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

9. APPROVAL OF CONSENT CALENDAR

Subject	9.4 Approval of UC Scout On-Line Platform Courses for High School Students
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Goals	<p>GOAL 1 - All students will have equitable access to a high-quality core curricular and instructional program (BASE and ALL STUDENTS)</p> <p>ACTION 1.6 - Provide high school students with equitable access to courses and supports that will develop college and career readiness which includes A-G approved and Advanced Placement (AP) courses, CTE pathways, Advanced Placement (AP) courses and summer bridge programs, International Baccalaureate (IB) program, Early College/dual enrollment courses, and AVID.</p> <p>SERVICES 1.06009 Transition Support Services/College and Career Readiness</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of UC Scout On-Line Platform Courses for High School Students

ITEM: Consent

SUBMITTED BY: Daniel Allen, Ed.D., Assistant Superintendent, Teaching & Learning

PREPARED BY: Amy Scruton, Interim Director, Secondary Curriculum & Education

ITEM SUMMARY:

- UC Scout on-line platform courses for high school students
- Courses will be offered at all high schools

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the use of UC Scout digital curriculum for first time learning courses for high school students toward graduation requirements.

RATIONALE:

UC Scout has an extensive list of A-G courses, including AP classes that were developed by the UC System. SAUSD would like the ability to use these courses to provide more options for our students to complete A-G courses outside of the regular school-day. UC Scout would be an option for all high schools, including independent study and our virtual school. UC Scout classes are A-G approved.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the UC Scout on-line platform for high school students.

File Attachments
Scout Digital Flyer.pdf (2,697 KB)

About Scout

Scout from University of California is a SAPEP program that develops and delivers [A-G approved](#) online classes and curriculum to students around the globe. Our course materials are designed to inspire lifelong curiosity and prepare pupils of all backgrounds and education levels for an increasingly technological world where training and job skills are mobile, asynchronous, and self-directed.

SAPEP Mission

The University of California's Student Academic Preparation and Educational Partnerships (SAPEP) programs seek to raise student achievement levels generally and to close achievement gaps between groups of students throughout the K-20 pipeline. The goal of [SAPEP programs](#) is to work in partnership with K-12, the business sector, community organizations, and other institutions of higher education, so that a higher proportion of California's young people, including those who are first-generation, socioeconomically disadvantaged, and English-language learners, are prepared for postsecondary education, pursue graduate and professional school opportunities, and achieve success in the workplace.

Scout's Mission

Scout's mission is to reach out to educationally disadvantaged students across the state, raising achievement levels and closing achievement gaps between groups of students. Every SAPEP program works to achieve this goal in different ways, and Scout's focus is on offering high school and middle school classes online.



Providing equal access to
UC a-g approved online
high school courses.

scout
UNIVERSITY OF CALIFORNIA



408.450.4962
ucscout@ucsc.edu
▶ ucscout.org

California Public Schools,
Teachers, and Students

Private and Out-of-State Schools,
Teachers, and Students



FREE

\$29
per student,
per semester



FREE

\$49
per student,
per semester



\$399
per student,
per semester



UNIVERSITY OF CALIFORNIA

408.450.4962 ucscout@ucsc.edu

**a History/
Social
Science**

- US Government and Politics**
- World History
- AP European History
- AP US History
- AP Human Geography
- US History
- AP Comparative Government and Politics**
- AP US Government and Politics**
- AP World History: Modern

b English

- English 9
- English 10
- English 11
- English 12
- AP English Literature and Composition
- AP English Language and Composition

c Mathematics

- Algebra I
- Algebra II
- Geometry
- Integrated Math 1
- Integrated Math 2
- Integrated Math 3
- Pre-Algebra*
(*not eligible for a-g approval)
- Pre-Calculus
- AP Calculus AB
- AP Calculus BC
- AP Statistics
- AP Computer Science A
- Statistics

**d Laboratory
Science**

- Biology
- AP Biology
- AP Physics 1
- AP Physics 2
- AP Physics C: Electricity and Magnetism**
- AP Physics C: Mechanics**
- AP Computer Science Principles
- Intro to Robotic Engineering**
- Oceanography
- AP Environmental Science
- Introduction to Java**

**e Languages
other than
English**

- Spanish 1
- Spanish 2
- Spanish 3
- Spanish 4
- AP Spanish Language and Culture
- German 1
- German 2
- German 3
- German 4
- AP German Language and Culture
- French 1
- French 2
- French 3
- French 4
- AP French Language and Culture

**f Visual and
Performing
Arts**

- Art History and Appreciation**
- AP Music Theory
- AP Art History
- Studio Art: 3-D Design

**g College
Preparatory
Electives**

- Economics**
- Latin American Studies**
- Statistics
- AP Psychology
- Health and Medicine: EMT**
- Psychology**
- AP Macroeconomics**

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*AP is a registered trademark of the College Board,
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does not endorse, this product.
**One-semester course.

All content correct at time of press. 08/2019

9. APPROVAL OF CONSENT CALENDAR

Subject	9.5 Approval of Recommendation for 28-Day Review of Signing Naturally Student Textbook/Workbook, Level 3: Units 18-25 (Course: American Sign Language 4)
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Goals	<p>GOAL 1 - All students will have equitable access to a high-quality core curricular and instructional program (BASE and ALL STUDENTS)</p> <p>ACTION 1.1 - Provide equitable student access to a high quality rigorous, CA state standards-based, core instructional program with CA standards aligned instructional materials, differentiated academic supports, aligned assessments, and technology-based resources.</p> <p>SERVICES 1.01001 District Approved State Adopted Textbooks</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Recommendation for 28-Day Review of *Signing Naturally* Student Textbook/Workbook, Level 3: Units 18-25 (Course: American Sign Language 4)

ITEM: Consent

SUBMITTED BY: Daniel Allen, Assistant Superintendent, Teaching and Learning

PREPARED BY: Nuria Solis, Director, EL Programs and Student Achievement

ITEM SUMMARY:

- Board approval for 28-Day Review of the *Signing Naturally* Level 3 textbook is in accordance with Board Policy (BP) and Administrative Regulation (AR) 6141.5.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for a recommendation of a 28-day review of the *Signing Naturally* Student Textbook/Workbook, Level 3: Units 18-25 (Course: American Sign Language 4) for High School Students.

RATIONALE:

The purpose of American Sign Language (ASL) Textbook/Workbook, Level 3 units (Course: ASL 4) is to build upon the receptive and expressive skills taught in ASL1, ASL2, and ASL 3. This fourth year of ASL will increase and strengthen student's fluency and accuracy in grammatical structures in service of communication. Students will interact and negotiate meaning in a variety of real-world settings and for multiple purposes in signed conversations and presentations, using technology as needed, in order to collaborate, share information, narrate, explain, or persuade. Furthermore, the course will give students the opportunity to investigate, reflect on the relationships among the products cultures produce, the practices cultures manifest over time, and the perspectives that underlie them in order to interact with cultural competence within and beyond the Deaf Community, studying how cultures influence each other.

The specific goals and skills to be learned and developed will:

- Increase opportunities for high school students to meet A-G requirements and earn the Seal of Biliteracy upon graduation
- Prepare students to use the language fluently, in appropriate ways for enjoyment, enrichment and advancement, demonstrating control of vocabulary, information and media.

FUNDING:

Not applicable.

RECOMMENDATION:

Approve the recommendation for 28-Day Review of the *Signing Naturally* Level 3, units 18-25 student textbook/workbook for the ASL 4 course.

DEPT/COURSE	RECOMMENDED TEXTBOOK	TYPE OF ADOPTION
	<i>Signing Naturally</i> student textbook/workbook, Level 3: Units 18-25	
	Authors: Ella Mae Lentz/Ken Mikos/Cheri Smith	
American Sign Language 4 for High school students	Dawn Sign Press 6130 Nancy Ridge Drive San Diego, CA 92121-3223 ISBN# 978-1-58121-133-7	Basic

File Attachments

[ASL Textbooks by Years.pdf \(650 KB\)](#)

[ASL 4 Textbook.pdf \(279 KB\)](#)

[Adoption 28-day Signing Naturally Level 4 Textbook Feedback Form.pdf \(109 KB\)](#)

TEXTBOOK 28-DAY REVIEW

Revisión de texto por 28 días

Textbook Name/Libro de Texto: *Signing Naturally*
Level 3 – Units 18-25

Publisher: *DawnSign Press*

This textbook is being recommended for use in the *American Sign Language 3 (ASL) Course for High School students*.

It is a textbook designed to present a rigorous, yet engaging coverage of the content that students will need to know in order to prepare to pass this class.

Se recomienda este libro de texto para el curso de Lengua de Señas Americana, nivel 4 de secundaria. Es un libro de texto diseñado para cubrir rigurosamente los temas que los alumnos deberán conocer a fin de prepararse para aprobar esta asignatura.

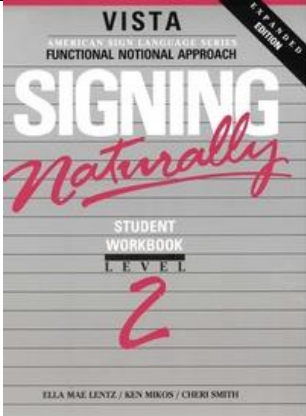
PLEASE FEEL FREE TO REVIEW THE TEXTBOOKS AND OFFER FEEDBACK.

Puede revisar el libro y dejar su comentario u opinión.

Place your comment inside the envelope/Deposite su comentario dentro del sobre.

Review Date: October 23 – December 6, 2019

ASL Textbooks by Years

<p>ASL 1: Implemented 2016-17</p>	<p>Signing Naturally: Units 1 - 6</p> 
<p>ASL 2: Implemented 2017-18</p>	<p>Signing Naturally: Units 7 - 12</p> 
<p>ASL 3: To be Implemented 2018-19</p>	<p>Year 3 uses Signing Naturally 2: Units 13 - 17</p> 
<p>ASL 4: To be Implemented 2019-20</p> <p>Still needs to be written and UCOP approved</p>	<p>Year 4 uses Signing Naturally 3: Units 18 - 25</p> 

Santa Ana Unified School District
Instructional Materials 28-Day Review

Textbook Name: Signing Naturally Level 3 Textbook – Units 18-25

Publisher: Dawn Sign Press

These instructional materials are being recommended for use in High School for American Sign Language year 3 instruction. These materials have undergone extensive review and critique by teachers, administrators, and parents. Please feel free to review the instructional materials and offer and comments or feedback.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

If you have not already done so above, please offer any rationale for your recommendation.

Contact Information:

Name: Dr. Maria J. Garcia

Email: Maria.Garcia2@saUSD.us

9. APPROVAL OF CONSENT CALENDAR

Subject	9.6 Approval of Student Expulsion(s) for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	No
Budget Source	No Fiscal Impact
Recommended Action	Approve the student expulsion(s) for violation of the California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) according to Board Policy 5144.1.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.5 - Ensure equitable access for all students to the core instructional program through District-wide implementation of Positive Behavior Interventions and Supports (PBIS) by embedding restorative and trauma informed practices and social emotional learning into school structures needed to create a safe school environment.</p> <p>SERVICES 3.05005 Restorative practices</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Student Expulsion(s) for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

ITEM: Consent

SUBMITTED BY: Sonia R. Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

ITEM SUMMARY:

- Number of students: 4
- Eligible to reapply: 10/22/2020
- Placement: ACCESS and REACH

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of student expulsion(s) for violation of Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c).

RATIONALE:

The following student(s) were recommended for expulsion from the District for various terms. The student(s) received a hearing before the administrative hearing panel, which found student(s) to have received due process and to be guilty of the charges brought forth. The panel has recommended the respective expulsion terms and remediation conditions for Board approval.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the student expulsion(s) for violation of the California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) according to Board Policy 5144.1.

File Attachments

[Expulsions Oct 22 2019.pdf \(158 KB\)](#)



Santa Ana Unified School District

Pupil Support Services/School Climate

Recommendations for Expulsion(s)

Board Meeting: 10/22/2019

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm.</u> <u>Options</u>	<u>Placement</u>	<u>Date Eligible</u> <u>to Reapply</u>
1.	371718	McFadden/8	B	2A	REACH	10/22/2020
2.	366323	Santa Ana/10	C	2A	REACH	10/22/2020
3.	348223	REACH/11	C	2A	ACCESS	10/22/2020
4.	405970	Willard /7	C	2A	REACH	10/22/2020

SUMMARY LIST OF SUBDIVISIONS UNDER THE CALIFORNIA EDUCATION CODE, SECTION 48900

- | | |
|--|---|
| (A) Caused, attempted, or threatened to cause physical injury | (N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4 |
| (B) Possessed, sold, furnished a weapon, dangerous object, explosives | (O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purposed of either preventing that student by being a witness or retaliating against that student by being a witness |
| (C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants). | (P) Offering to sell or selling SOMA |
| (D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance | (Q) Hazing |
| (E) Committed or attempted to commit robbery or extortion | (R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel |
| (F) Caused or attempted to cause damage to school or private property | (T) Aids or abets in physical injury |
| (G) Stole or attempted to steal school or private property | (.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity |
| (H) Possessed or used tobacco or tobacco products | (.3) Engaged in hate crime (Grades 4-12 only) |
| (I) Committed an obscene act or engaged in habitual profanity or vulgarity | (.4) Harassment, threat, intimidation (Grades 4-12 only) |
| (J) Possessed, offered, or arranged to sell paraphernalia | (.7) Terrorist threats against school officials, school property or both |
| (K) Disrupted school activities or willfully defied valid authority | |
| (L) Knowingly received stolen school or private property | |
| (M) Possessed an imitation firearm | |

EXPULSION RECOMMENDATIONS

- | | |
|-----------|--|
| Option 1 | to expel for one semester |
| Option 1A | to expel for one semester and suspend enforcement of the expulsion order |
| Option 2 | to expel for two semesters |
| Option 2A | to expel for one calendar year (from the date of the Board meeting) |
| Option 3 | to expel for two semesters and suspend enforcement of the entire expulsion order |
| Option 4 | to expel for two semesters and suspend enforcement of the second semester of the expulsion order |
| Option 5 | to reject the Findings of Fact and not expel (only the Board can recommend this Option) |

9. APPROVAL OF CONSENT CALENDAR

Subject	9.7 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Dollar Amount	\$4,000.00
Budgeted	Yes
Budget Source	Various Funding Sources
Recommended Action	Approve the extended field trip(s) in accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips.
Goals	<p>GOAL 2 - : Establish collaboration and communication across all levels to support and promote engagement and school connectedness amongst students, staff, families and community. (BASE and ALL STUDENTS)</p> <p>ACTION 2.1 - Enhance student learning and engagement by offering real world experiences and learning opportunities such as science camps, experiential field trips, summer enrichment programs and industry internships and work-based learning.</p> <p>SERVICES 2.01001 Field Trips</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips

ITEM: Consent

SUBMITTED BY: Sonia R. Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

ITEM SUMMARY:

- 8 field trip(s) for approval
- School(s) requesting: Mendez, Santa Ana, Valley and Villa
- 324 students in total
- 30 certificated and 5 classified chaperones in total (At least 1 certificated staff member is assigned to each field trip per BP)
- \$52,900 total cost of field trips

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of extended field trip(s) for the school(s) listed. An extended school-sponsored trip requires the approval of the Board of Education. A trip is considered to be an extended school - sponsored trip when it takes students beyond neighboring counties or is overnight.

RATIONALE:

The Board recognizes that school-sponsored trips are important components of student development. In addition supplementing and enriching classroom learning experiences. such trips encourage new interests among students. make the

supplementing and enhancing classroom learning experiences; such trips encourage new interests among students, make students more aware of community resources, and help students relate school experiences to the outside world. The Board believes that careful planning can greatly enhance the value and safety of such trips. All trips involving out-of-state or overnight travel shall require prior approval of the Board. Approval is contingent upon national and international safety and security at the time of the trip.

Board Policy (BP) 6153 and Administrative Regulation (AR) 6153.1 require a parent waiver for school-sponsored trips. Training staff will be employed by the hosting organization and will provide 24-hour supervision to the students. Parents have given permission for students to attend the trip under this provision. No eligible student will be denied the opportunity to attend.

FUNDING:

Various Funding Sources

RECOMMENDATION:

Approve the extended field trip(s) in accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips.

File Attachments

[FT List Oct 22 2019.pdf \(127 KB\)](#)

[FT Summaries Oct 22 2019.pdf \(328 KB\)](#)

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - October 22, 2019

Date:	Schools/Location:	Funding and Cost:	Student(s) :	Staff and Chaperone:
October 16-20, 2019 (Wednesday - Sunday) Ratification	Mendez Fundamental Intermediate School Reach for the Stars Rocket Competition US Space & Rocket Center Huntsville, AL	\$1,225 per student (s) (cost paid by donations, fundraising, & Discretionary funds)	2	2
October 29-30, 2019 (Tuesday - Wednesday)	Valley High School Leadership Retreat Irvine Ranch Outdoor Education Center Orange, CA	\$250 per student (s) (cost paid by High School, Inc.)	100	10
November 5-6, 2019 (Tuesday - Wednesday)	Villa Fundamental Intermediate School Ocean Science Trip Ocean Institute Dana Point, CA	\$75 per student (s) (cost paid by Ocean Institute)	40	4
November 7-8, 2019 (Thursday - Friday)	Villa Fundamental Intermediate School Ocean Science Trip Ocean Institute Dana Point, CA	\$75 per student (s) (cost paid by Ocean Institute)	40	4
November 13-14, 2019 (Wednesday - Thursday)	Villa Fundamental Intermediate School Ocean Science Trip Ocean Institute Dana Point, CA	\$75 per student (s) (cost paid by Ocean Institute)	40	4
November 18-19, 2019 (Monday - Tuesday)	Villa Fundamental Intermediate School Ocean Science Trip Ocean Institute Dana Point, CA	\$75 per student (s) (cost paid by Ocean Institute)	40	4
November 21-22, 2019 (Thursday - Friday)	Villa Fundamental Intermediate School Ocean Science Trip Ocean Institute Dana Point, CA	\$75 per student (s) (cost paid by Ocean Institute)	40	4

Funding and costs for participation in educational activities related to field trips are in compliance with the ACLU settlement.

Date:	Schools/Location:	Funding and Cost:	Student(s) :	Staff and Chaperone:
November 21-23, 2019 (Thursday - Saturday)	Santa Ana High School Dance Retreat Idyllwild Pines Conference Center Idyllwild, CA	\$160 per student (s) (cost paid by ASB)	22	3

Funding and costs for participation in educational activities related to field trips are in compliance with the ACLU settlement.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Mendez Fundamental Intermediate School students to be recognized in the Reach for the Stars Rocket Competition at the US Space and Rocket Center in Huntsville, AL on October 16-20, 2019.
<u>OVERVIEW:</u>	Mendez Fundamental Intermediate School is requesting their students to be recognized in the Reach for the Stars Rocket Competition in Huntsville, AL.
<u>RATIONALE:</u>	During the Yes! It's Rocket Science Summer Enrichment Program, students participated in the "Reach for the Stars" Rocket Competition. Students had to design, build, and launch a rocket (powered by a motor) and have it land as close to a target as possible. Our local competition winner was 7 th grader, Emmanuel Florintino. His name and score were sent to the national competition headquarters. Of the over 1,700 students who competed this year, Emmanuel's score makes him one of the 5 national winners. Emmanuel will be traveling to the US Space and Rocket Center to receive his prize and to spend a day at Space Camp. Accompanying him will be the 2 nd place winter Alexander Gutierrez.
<u>PARTICIPANTS:</u>	2 students and 2 chaperones (2 certificated)
<u>COSTS:</u>	\$1,225 per student – To include lodging, meals, and travel
<u>*FUNDING:</u>	Cost paid by donations, fundraising, and Discretionary funds
<u>RECOMMENDATION:</u>	Approve the request for Mendez Fundamental Intermediate School students to be recognized in the Reach for the Stars Rocket Competition at the US Space and Rocket Center in Huntsville, AL on October 16-20, 2019.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Valley High School students to participate in the Leadership Retreat at the Irvine Ranch Outdoor Education Center in Orange, CA on October 29-30, 2019.
<u>OVERVIEW:</u>	Valley High School is requesting their students to participate in the Leadership Retreat in Orange, CA.
<u>RATIONALE:</u>	Students will be spending the day with highly trained and qualified facilitators experiencing leadership in such a way that they can take the learning and apply it to real life situations. This will help build soft skills, practice communication tools, and build upon what they have learned throughout their years.
<u>PARTICIPANTS:</u>	100 students and 10 chaperones (5 certificated and 5 classified)
<u>COSTS:</u>	\$250 per student - To include lodging, meals, and travel
<u>*FUNDING:</u>	Cost paid by High School, Inc.
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Valley High School students to participate in the Leadership Retreat at the Irvine Ranch Outdoor Education Center in Orange, CA on October 29-30, 2019.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 5-6, 2019.
<u>OVERVIEW:</u>	Villa Fundamental Intermediate School is requesting approval for their students to attend the Ocean Science Trip in Dana Point, CA.
<u>RATIONALE:</u>	This trip is an intensive overnight experience at the Ocean Institute. Students will spend the day at the Ocean Institute to do research, build model designs, and participate in labs. They will also understand their role in preserving the environment of the oceans from plastic and other pollution as they do a renewable energy program.
<u>PARTICIPANTS:</u>	40 students and 4 chaperones (4 certificated)
<u>COSTS:</u>	\$75 per student - To include lodging, meals, and transportation
<u>*FUNDING:</u>	Cost paid by the Ocean Institute
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 5-6, 2019.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 7-8, 2019.
<u>OVERVIEW:</u>	Villa Fundamental Intermediate School is requesting approval for their students to attend the Ocean Science Trip in Dana Point, CA.
<u>RATIONALE:</u>	This trip is an intensive overnight experience at the Ocean Institute. Students will spend the day at the Ocean Institute to do research, build model designs, and participate in labs. They will also understand their role in preserving the environment of the oceans from plastic and other pollution as they do a renewable energy program.
<u>PARTICIPANTS:</u>	40 students and 4 chaperones (4 certificated)
<u>COSTS:</u>	\$75 per student - To include lodging, meals, and transportation
<u>*FUNDING:</u>	Cost paid by the Ocean Institute
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 7-8, 2019.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 13-14, 2019.
<u>OVERVIEW:</u>	Villa Fundamental Intermediate School is requesting approval for their students to attend the Ocean Science Trip in Dana Point, CA.
<u>RATIONALE:</u>	This trip is an intensive overnight experience at the Ocean Institute. Students will spend the day at the Ocean Institute to do research, build model designs, and participate in labs. They will also understand their role in preserving the environment of the oceans from plastic and other pollution as they do a renewable energy program.
<u>PARTICIPANTS:</u>	40 students and 4 chaperones (4 certificated)
<u>COSTS:</u>	\$75 per student - To include lodging, meals, and transportation
<u>*FUNDING:</u>	Cost paid by the Ocean Institute
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 13-14, 2019.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 18-19, 2019.
<u>OVERVIEW:</u>	Villa Fundamental Intermediate School is requesting approval for their students to attend the Ocean Science Trip in Dana Point, CA.
<u>RATIONALE:</u>	This trip is an intensive overnight experience at the Ocean Institute. Students will spend the day at the Ocean Institute to do research, build model designs, and participate in labs. They will also understand their role in preserving the environment of the oceans from plastic and other pollution as they do a renewable energy program.
<u>PARTICIPANTS:</u>	40 students and 4 chaperones (4 certificated)
<u>COSTS:</u>	\$75 per student - To include lodging, meals, and transportation
<u>*FUNDING:</u>	Cost paid by the Ocean Institute
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 18-19, 2019.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 21-22, 2019.
<u>OVERVIEW:</u>	Villa Fundamental Intermediate School is requesting approval for their students to attend the Ocean Science Trip in Dana Point, CA.
<u>RATIONALE:</u>	This trip is an intensive overnight experience at the Ocean Institute. Students will spend the day at the Ocean Institute to do research, build model designs, and participate in labs. They will also understand their role in preserving the environment of the oceans from plastic and other pollution as they do a renewable energy program.
<u>PARTICIPANTS:</u>	40 students and 4 chaperones (4 certificated)
<u>COSTS:</u>	\$75 per student - To include lodging, meals, and transportation
<u>*FUNDING:</u>	Cost paid by the Ocean Institute
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Villa Fundamental Intermediate School students to attend the Ocean Science Trip at the Ocean Institute in Dana Point, CA on November 21-22, 2019.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Santa Ana High School dance students to participate in a dance retreat at Idyllwild Pines Conference Center in Idyllwild, CA. The trip will be November 21-23, 2019.
<u>OVERVIEW:</u>	Santa Ana High School is requesting authorization for their dance students to participate in a dance retreat at Idyllwild Pines Conference Center.
<u>RATIONALE:</u>	Students will spend the weekend studying dance. They will be watching, writing, and speaking about dance composition, improvisation, and technique. Students will also dance and perform original choreography they create. They will also continue written assignment work in their dance journal on the theme of "Finding Balance". The SanArt Dancers will benefit from both the mental and physical challenges they will face during this dance retreat. This weekend will strengthen their academic skills through literacy development and their fitness levels while challenging and nurturing their creative process.
<u>PARTICIPANTS:</u>	22 students and 3 chaperones (3 certificated)
<u>COSTS:</u>	\$160 per student – To include lodging, meals, and travel
<u>FUNDING:</u>	Cost paid by ASB
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Santa Ana High School dance students to participate in a dance retreat at Idyllwild Pines Conference Center in Idyllwild, CA on November 21-23, 2019.

9. APPROVAL OF CONSENT CALENDAR

Subject	9.8 Ratification of Master Contract and/or Individual Service Agreement with Nonpublic Schools and/or Agencies for Students with Disabilities for 2019-20 School Year
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	\$308,100.00
Budgeted	Yes
Budget Source	Special Education Department
Recommended Action	Ratify the master contract and/or individual service agreement with nonpublic schools and/or agencies for students with disabilities for the 2019-20 school year.
Goals	<p>GOAL 1 - All students will have equitable access to a high-quality core curricular and instructional program (BASE and ALL STUDENTS)</p> <p>ACTION 1.9 - Students with disabilities will receive services and supports as listed in their Individualized Education Programs (IEP) (in addition to services they receive pertinent to low income, foster youth, and English learner designations) in order to improve outcomes and close the achievement gap, including graduation rate and performance on statewide assessments.</p> <p>SERVICES 1.09015 Non-Public Agency (NPA)</p>

AGENDA ITEM BACKUP SHEET

TITLE: Ratification of Master Contract and/or Individual Service Agreement with Nonpublic Schools and/or Agencies for Students with Disabilities for 2019-20 School Year

ITEM: Action

SUBMITTED BY: Mayra Helguera, Ed.D., Assistant Superintendent, Special Education/SELPA

PREPARED BY:

ITEM SUMMARY:

- 4 students with disabilities will be served per IEP team recommendation
- Vendors are certified nonpublic schools and/or agencies which serve students with disabilities per students' IEPs

Required to comply with students' IEPs

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of master contracts and/or individual service agreements with nonpublic schools and/or agencies for students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in each student's Individualized Education Program (IEP) or settlement agreement.

Student 338219 is an 11th grader who is attending Normative Services, Inc. (NSI) Academy (residential treatment center). To support student's transition to the residential treatment center, the student's IEP team recommended wrap services, which student began receiving on 08/03/19. Student 352163 is a 12th grader who was attending Lorin Griset Academy. Due to significant social-emotional impairments, the student's IEP team recommended residential treatment center services. Student began attending Normative Services, Inc. (NSI) Academy on 09/04/19. Student 360763 is a 10th grader who re-enrolled in SAUSD on 08/26/19. Student returned with non-public school services on student's IEP. Student began attending Olive Crest

Academy (Orange) on 08/26/19. Student 407183 is an 8th grader who was enrolled at Sierra Prep Academy. Per a settlement agreement, student will receive non-public school services. Student began attending Olive Crest Academy (Garden Grove) on 08/26/19.

RATIONALE:

The District is required to provide free and appropriate education (FAPE) for all students with exceptional needs who reside within the District. If a program is not available, necessary contract services are required through a private provider.

FUNDING:

Special Education Funds: \$308,100

RECOMMENDATION:

Ratify the master contract and/or individual service agreement with nonpublic schools and/or agencies for students with disabilities for the 2019-20 school year.

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
338219	\$60,000	Seneca Family of Services
352163	\$145,100	Normative Services, Inc.
360763	\$49,000	Olive Crest Academy
407183	\$54,000	Olive Crest Academy

9. APPROVAL OF CONSENT CALENDAR

Subject	9.9 Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2019-20 School Year
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	\$1,151,200.00
Budgeted	Yes
Budget Source	Special Education Department
Recommended Action	Approve the continuing master contracts and/or individual service agreements with nonpublic schools and/or agencies for students with disabilities for the 2019-20 school year.
Goals	<p>GOAL 1 - All students will have equitable access to a high-quality core curricular and instructional program (BASE and ALL STUDENTS)</p> <p>ACTION 1.9 - Students with disabilities will receive services and supports as listed in their Individualized Education Programs (IEP) (in addition to services they receive pertinent to low income, foster youth, and English learner designations) in order to improve outcomes and close the achievement gap, including graduation rate and performance on statewide assessments.</p> <p>SERVICES 1.09015 Non-Public Agency (NPA)</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and/or Agencies for Students with Disabilities for 2019-20 School Year

ITEM: Consent

SUBMITTED BY: Mayra Helguera, Ed.D., Assistant Superintendent, Special Education/SELPA

PREPARED BY:

ITEM SUMMARY:

- Agreement Starts: July 1, 2019
- Agreement Ends: June 30, 2020
- Renewable according to students' IEPs
- 16 students will be served
- Annual cost: \$1,151,200

Required to comply with students' IEPs

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of master contracts and/or individual service agreements with nonpublic schools and/or agencies for students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in the student's Individualized Education Program (IEP) or settlement agreement.

RATIONALE:

The District is required to provide free and appropriate education (FAPE) for all students with exceptional needs who reside within the District. If a program is not available, necessary contract services are required through a private provider.

FUNDING:

Special Education Funds: \$1,151,200

RECOMMENDATION:

Approve the continuing master contracts and/or individual service agreements with nonpublic schools and/or agencies for students with disabilities for the 2019-20 school year.

Normative Services

<u>Student:</u>	<u>Amount:</u>
338219	\$145,100
Total Not to Exceed:	\$145,100

Olive Crest Academy

<u>Student:</u>	<u>Amount:</u>
332673	\$48,500
345370	\$80,500
358864	\$48,500
360579	\$48,500
363389	\$76,000
365757	\$48,500
401923	\$78,000
414268	\$48,500
415522	\$73,400
459639	\$50,600
459640	\$54,000
Total Not to Exceed:	\$655,000

Provo Canyon

<u>Student</u>	<u>Amount</u>
414063	\$165,000
Total Not to Exceed:	\$165,000

Rossier Park Jr./Sr. High School

<u>Student</u>	<u>Amount</u>
351255	\$51,000
406705	\$81,000
Total Not to Exceed:	\$132,000

Speech and Language Development

<u>Student</u>	<u>Amount</u>
326331	\$54,100
Total Not to Exceed	\$54,100

File Attachments

[Normative Services, Inc. MC signed.pdf \(3,130 KB\)](#)

[2019-20 Olive Cres, GG & Orange signed..pdf \(2,035 KB\)](#)

[Provo Canyon Master Contract 2019-20.pdf \(1,193 KB\)](#)

[2019-20 Rossier Park Jr. Sr. High School MC signed.pdf \(21,444 KB\)](#)

[Speech and Language Development MC 19-20.pdf \(1,182 KB\)](#)

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2019-2020

X Nonpublic School (NPS)
 Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2019, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Normative Services, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which

the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. **TERMINATION**

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

15. **INSURANCE**

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

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

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

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

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

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence or, if claims-made, per claim
\$2,000,000 general aggregate

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage

required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a

copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

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

32. IEP TEAM MEETINGS

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

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

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

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of

considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the

IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

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

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

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

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

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

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

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

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

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

53. ADMINISTRATION OF MEDICATION

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

54. INCIDENT/ACCIDENT REPORTING

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

55. CHILD ABUSE REPORTING

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

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

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

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

payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing

CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

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

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Normative Services, Inc.

LEA,
Santa Ana Unified School District

Nonpublic School/Agency

By:

[Signature]
Signature

9.16.19
Date

Jeff Johnson, Deputy Director
Name and Title of Authorized
Representative

By:

[Signature]
Signature

[Signature]
Date

Jonathan Geiszler
Director of Purchasing

[Signature]
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

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

James Larson
Name

Normative Services, Inc.
Nonpublic School/Agency/Related Service Provider

5 Lane Lane.
Address

Shendin WY 82801
City State Zip

307-674-6876 307-674-7781
Phone Fax

james.larson@sequel.youthservices.com
Email

EXHIBIT A: 2019-2020 RATES

CONTRACTOR Normative Services, Inc. **CONTRACTOR NUMBER** _____ **2019-2020**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

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

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

Rate	Period
\$125	DAY
_____	_____

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

B. Related Services

- | | | | |
|------|---|-------|-------|
| (1) | a. Transportation – Round Trip | _____ | _____ |
| | b. Transportation – One Way | _____ | _____ |
| | c. Transportation – Dual Enrollment | _____ | _____ |
| | d. Public Transportation | _____ | _____ |
| | e. Parent* | _____ | _____ |
| (2) | a. Educational Counseling – Individual | _____ | _____ |
| | b. Educational Counseling – Group of _____ | _____ | _____ |
| | c. Counseling – Parent | _____ | _____ |
| (3) | a. Adapted Physical Education – Individual | _____ | _____ |
| | b. Adapted Physical Education – Group of _____ | _____ | _____ |
| | c. Adapted Physical Education – Group of _____ | _____ | _____ |
| (4) | a. Language and Speech Therapy – Individual | _____ | _____ |
| | b. Language and Speech Therapy – Group of 2 | _____ | _____ |
| | c. Language and Speech Therapy – Group of 3 | _____ | _____ |
| | d. Language and Speech Therapy – Per diem | _____ | _____ |
| | e. Language and Speech – Consultation Rate | _____ | _____ |
| (5) | a. Additional Classroom Aide – Individual (must be authorized on IEP) | _____ | _____ |
| | b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| | c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) | Intensive Special Education Instruction** | _____ | _____ |
| (7) | a. Occupational Therapy – Individual | _____ | _____ |
| | b. Occupational Therapy – Group of 2 | _____ | _____ |
| | c. Occupational Therapy – Group of 3 | _____ | _____ |
| | d. Occupational Therapy – Group of 4 - 7 | _____ | _____ |
| | e. Occupational Therapy – Consultation Rate | _____ | _____ |
| (8) | Physical Therapy | _____ | _____ |
| (9) | a. Behavior Intervention | _____ | _____ |
| | b. Behavior Intervention – Supervision | _____ | _____ |
| | Provided by: _____ | _____ | _____ |
| (10) | Nursing Services | _____ | _____ |
| (12) | Residential Board and Care | _____ | _____ |
| (13) | Residential Mental Health Services | _____ | _____ |

(14) Other ROOM/BOARD / MENTAL HEALTH

\$305

DAY

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

EXHIBIT B

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone	Fax		
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone	Fax		
D.O.B.		I.D. #		E-Mail			
Grade	Level	Sex	() M () F	Education Schedule – Regular School Year			
Parent/Guardian Last Name		Parent/Guardian First Name		Number of Days	Number of Weeks		
				Education Schedule – Extended School Year			
				Number of Days	Number of Weeks		
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone	Business						

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting
Requirements:

Quarterly

Monthly

Other (Specify

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

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

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Mayra Helguera, Ed.D.

Assistant Superintendent Special Education/SELPA

1601 E. Chestnut Ave.

Santa Ana, CA 92701

(714) 558-5807 / (714) 480-5311

Mayra.helguera@sausd.us

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED
Contract Year 2019-2020

X Nonpublic School (NPS)
 Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July 2019, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Olive Crest Academy, Garden Grove and Orange (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate,

including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to

record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

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

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

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

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

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

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

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence or, if claims-made, per claim

\$2,000,000 general aggregate

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in

accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5)

days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

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

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained

equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of

billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education

Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA.

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

32. IEP TEAM MEETINGS

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

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of

its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

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

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

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

school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school

are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

47. CALSTRS OR PERS RETIREMENT REPORTING

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

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

53. ADMINISTRATION OF MEDICATION

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

54. INCIDENT/ACCIDENT REPORTING

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

55. CHILD ABUSE REPORTING

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

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the

school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

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

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

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted

proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Olive Crest Academy, Garden Grove and Orange

LEA,
Santa Ana Unified School District

Nonpublic School/Agency

By:

Nina E. Frankman 9/11/19
Signature Date

Nina E. Frankman, Director of Sp. Ed.
Name and Title of Authorized Representative

By:

Jonathan Geiszler, Director of Purchasing
Signature Date

Jonathan Geiszler, Director of Purchasing
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

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

Nina E. Frankman, Director of Sp. Ed.
Name
Olive Crest Academy + Olive Crest Academy North
Nonpublic School/Agency/Related Service Provider

13082 Bowen St
Address
Garden Grove CA 92843
City State Zip

714-620-7580 714-823-4605
Phone Fax
Nina-Frankman, Director of Sp. Ed.
Email
Xochilt-Hernandez@Olivecrest.org

EXHIBIT A: 2019-2020 RATES

CONTRACTOR Olive Crest Academy, GG/Orange CONTRACTOR NUMBER 2019-2020
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

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

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

Rate	Period
\$190.77	7/1/19-6/30/20

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

B. Related Services

(1)	a. Transportation – Round Trip	\$46.94	Rate A (0-20 Miles)
		\$57.78	Rate B (21-45 Miles)
		\$68.73	Rate C (46+ Miles)
	b. Transportation – One Way		
	c. Transportation – 1:1 Aide	\$65.78	Daily
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual	Included	
	b. Educational Counseling – Group of _____	Included	
	d. Counseling / Training -- Parent	\$112.78	Hour
	e. Additional Student Counseling	\$123.91	Hour
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual or Group	\$115.05	Hour
		\$57.52	30 min.
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Assessment	\$131.74	Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$122.08	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Support (Support Outside of school hours)	\$109.22	Hour
	b. Behavior Intervention – Supervision		
	Provided by: _____		

(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		
(14)	Other -Wraparound Services	\$3,000 to \$4,800	
(15)	Additional Student Counseling	\$123.91	Hour
	Reconnect Program – Initial	\$125	Hour
	Reconnect Program – Ongoing	\$125	Hour
	Reconnect Student & Parent Counseling	\$125	Hour

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

EXHIBIT B

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		E-Mail			
Grade		Level		Sex	() M () F		
Parent/ Guardian Last Name		Parent/ Guardian First Name		Education Schedule – Regular School Year			
				Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency) (Name of LEA)

(Signature) (Date) (Signature) (Date)

(Name and Title) (Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

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

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Mayra Helguera, Ed.D.]

[Assistant Superintendent, Special Education/SELPA)

[1601 E. Chestnut Avenue, Santa Ana, CA 92701]

[714-558-5807 Phone/714-480-5311 Fax]

[Mayra.helguera@sausd.us]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2019-2020

X Nonpublic School (NPS)
 Nonpublic Agency (NPA)

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July 2019, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Provo Canyon School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which

the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. **TERMINATION**

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

15. **INSURANCE**

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

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

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

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

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

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence or, if claims-made, per claim
\$2,000,000 general aggregate

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage

required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a nonpublic school, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA’s standards

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a

copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in “other means of correction”, suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

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

32. IEP TEAM MEETINGS

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

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

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

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of

considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the

IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

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

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

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

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

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

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

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

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

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

53. ADMINISTRATION OF MEDICATION

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

54. INCIDENT/ACCIDENT REPORTING

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

55. CHILD ABUSE REPORTING

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

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

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

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

payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing

CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

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

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Provo Canyon School

Nonpublic School/Agency

By:

Signature

Date

Dr. Adam McLain, CEO
Name and Title of Authorized
Representative

LEA,
Santa Ana Unified School District

By:

Signature

Date

Jonathan Geiszler

Director of Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Dr. Adam McLain, CEO

Name

Provo Canyon School

Nonpublic School/Agency/Related Service Provider

PO Box 400

Address

Orem, UT 84059

City

State

Zip

801-223-7114

Phone

Fax

workman@uhsinc.com

Email

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

EXHIBIT A: 2019-2020 RATES

CONTRACTOR Provo Canyon School **CONTRACTOR NUMBER** 2019-2020
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

Payment under this contract may not exceed _____

Total LEA enrollment may not exceed _____

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

Rate	Period
\$162	7/1/19 – 6/30/2020

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

B. Related Services

(1)	a. Transportation – Round Trip 1:1 bus assistant	\$20	Hour
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$80	Hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual(must be authorized on IEP)	\$28	Hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$80	Hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care	\$203	Per Day
(13)	Residential Mental Health Services	\$112	Per Day

(14) Other: Assessment – Tri- Annual

\$3000

Tri-Annual

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

EXHIBIT B

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		E-Mail			
Grade		Level		Sex	() M () F		
Parent/ Guardian Last Name				Parent/ Guardian First Name			
Address				Contract Begins			Ends
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER			Reg School Year	ESY	
				Specify					
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting
Requirements:

Quarterly

Monthly

Other (Specify

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

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

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Mayra Helguera, Ed.D.

Assistant Superintendent Special Education/SELPA

1601 E. Chestnut Ave.

Santa Ana, CA 92701

(714) 558-5807 / (714) 480-5311

Mayra.helguera@saUSD.us

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

 X Nonpublic School (NPS)
 Nonpublic Agency (NPA)

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LEA: Santa Ana Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July 2019, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Rossier Park Jr. Sr. High School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate,

including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to

record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

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

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general aggregate
- \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
- \$3,000,000 sexual abuse or molestation per occurrence for NPS
- \$3,000,000 sexual abuse or molestation per occurrence for NPA

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

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

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

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

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence or, if claims-made, per claim

\$2,000,000 general aggregate

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in

accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5)

days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

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

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained

equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of

billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education

Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA.

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

32. IEP TEAM MEETINGS

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

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of

its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

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

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

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

school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school

are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

47. CALSTRS OR PERS RETIREMENT REPORTING

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

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

53. ADMINISTRATION OF MEDICATION

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

54. INCIDENT/ACCIDENT REPORTING

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

55. CHILD ABUSE REPORTING

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

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the

school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

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

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

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

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

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

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted

proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Rossier Park Jr. Sr. High School

LEA,
Santa Ana Unified School District

Nonpublic School/Agency

By:

 9/12/19

By:

Signature Date
Chris Holmes, Sr Vice President of Operations

Signature Date
Jonathan Geiszler, Director of Purchasing

Name and Title of Authorized
Representative

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

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

Veronica Munoz, Billing Coordinator

Name

Rossier Park Jr Sr High School

Nonpublic School/Agency/Related Service Provider

7100 Knott Ave

Address

Buena Park, CA 90620

City

State

Zip

714-562-0441 ext 1445

Phone

Fax

vmunoz@spectrumschools.com

Email

EXHIBIT A: 2019-2020 RATES

CONTRACTOR Rossier Park Jr. Sr. High School **CONTRACTOR NUMBER** 2019-2020
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

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

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

Rate	Period
\$188.01	7/1/19-6/30/20

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

B. Related Services

(1)	a. Transportation Zone 1 (under 19 miles round trip)	\$42.38 / \$21.20	Round Trip / One Way
	Transportation Zone 2 (20-29 miles round trip)	\$48.79/\$24.40	Round Trip / One Way
	Transportation Zone 3 (30-39 miles round trip)	\$54.61/\$27.86	Round Trip / One Way
	Transportation Zone 4 (40 miles and above round trip)	\$66.14/\$33.07	Round Trip / One Way
	Transportation for Families (Included on Daily Rate)		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual / Group	Inclusive 60 minutes per week	
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	\$72.86/\$36.43	Hour / 30 Min.
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$103.28/\$51.64	Hour / 30 Min.
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual(must be authorized on IEP)	\$18.59	Hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		

- Provided by: _____
- (10) Nursing Services
 - (12) Residential Board and Care
 - (13) Residential Mental Health Services
 - (14) Other: Vocational Workability
- _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Included in	
Daily Rate	
_____	_____

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

EXHIBIT B

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		E-Mail			
Grade		Level		Sex	() M () F	Education Schedule – Regular School Year	
Parent/ Guardian Last Name		Parent/ Guardian First Name		Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

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

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Mayra Helguera, Ed.D.]

[Assistant Superintendent, Special Education/SELPA)

[1601 E. Chestnut Avenue, Santa Ana, CA 92701]

[714-558-5807 Phone/714-480-5311 Fax]

[Mayra.helguera@sausd.us]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED

Contract Year 2019-2020

X Nonpublic School (NPS)
 Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2019-2020

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July 2019, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Speech and Language Development Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate,

including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the “stay-put” requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to

record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

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

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

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

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

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

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

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence or, if claims-made, per claim

\$2,000,000 general aggregate

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in

accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5)

days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

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

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the

evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained

equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of

billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education

Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in “other means of correction”, suspension and/or expulsion of any LEA student using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA.

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

32. IEP TEAM MEETINGS

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

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student’s IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of

its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days

after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

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

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

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

school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school

are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

47. CALSTRS OR PERS RETIREMENT REPORTING

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

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

53. ADMINISTRATION OF MEDICATION

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

54. INCIDENT/ACCIDENT REPORTING

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

55. CHILD ABUSE REPORTING

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

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the

school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

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

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

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

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted

proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Speech and Language Development Center
Nonpublic School/Agency

By: AKessler 9/17/19
Signature Date
Adrienne Kessler, CEO
Name and Title of Authorized Representative

LEA,
Santa Ana Unified School District

By: _____
Signature Date
Jonathan Geiszler, Director of Purchasing
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to the
designees as set forth on Exhibit C

Name
Speech & Language Development Center
Nonpublic School/Agency/Related Service Provider
8699 Holder Street
Address
Buena Park CA 90620
City State Zip
714/821-3620
Phone Fax
kmeckelland@sldc.net
Email

EXHIBIT A: 2019-2020 RATES

CONTRACTOR Speech and Language Dev. Center **CONTRACTOR NUMBER** _____ **2019-2020**
(NONPUBLIC SCHOOL OR AGENCY) _____ **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
\$167	7/1//19-6/30/20

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	\$47	Zone 1 Local Travel
		\$57.50	Zone 2 Inter. Travel
		\$70	Zone 3 Dist. Travel
	b. Transportation – One Way	\$28.20	Zone 1 Local Travel
		\$34.50	Zone 2 Inter. Travel
		\$42	Zone 3 Dist. Travel
	c. Transportation – Aide	\$25	Hour
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual	\$106	Hour
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	\$98	Hour
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _(Consult)_____		
(4)	a. Language and Speech Therapy – Individual	\$109	Hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$25	Hour
	(2:1)	\$16	Hour
	(3:1)	\$14	Hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$109	Hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	\$109	Hour

(9)	a. Behavior Intervention Implementation	\$38	Hour
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		
(14)	Social Skills	\$99.50	Hour
(15)	AAC Consult	\$109	Hour

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

EXHIBIT B

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		E-Mail			
Grade		Level		Sex	() M () F		
Parent/ Guardian Last Name				Parent/ Guardian First Name			
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Mayra Helguera, Ed.D.]

[Assistant Superintendent, Special Education/SELPA)

[1601 E. Chestnut Avenue, Santa Ana, CA 92701]

[714-558-5807 Phone/714-480-5311 Fax]

[Mayra.helguera@saUSD.us]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

9. APPROVAL OF CONSENT CALENDAR

Subject	9.10 Approval of Payment and Reimbursement of Costs Incurred for Student(s) with Disabilities for 2019-20 School Year
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	\$11,500.00
Budgeted	Yes
Budget Source	Special Education
Recommended Action	Approve the payment and reimbursement of costs incurred for student(s) with disabilities for the 2019-20 school year.
Goals	<p>GOAL 1 - All students will have equitable access to a high-quality core curricular and instructional program (BASE and ALL STUDENTS)</p> <p>ACTION 1.9 - Students with disabilities will receive services and supports as listed in their Individualized Education Programs (IEP) (in addition to services they receive pertinent to low income, foster youth, and English learner designations) in order to improve outcomes and close the achievement gap, including graduation rate and performance on statewide assessments.</p> <p>SERVICES 1.09016 Due Process, Litigation</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Payment and Reimbursement of Costs Incurred for Student(s) with Disabilities for 2019-20 School Year

ITEM:

SUBMITTED BY: Mayra Helguera, Ed. D., Assistant Superintendent, Special Education/SELPA

PREPARED BY: Juliana Sauvao, Director, Special Education

ITEM SUMMARY:

Payment of legal fees, fund an independent education evaluation (IEE), compensatory education services per settlement agreement for 1 student with disabilities by licensed schools, providers, and/or agencies.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of payment and reimbursement of costs incurred by parent of one student with disabilities. The Individuals with Disabilities Education Act and its amendments (IDEA and IDEIA) provide due process rights to parents of students with disabilities that afford them the option of submitting claims to the California Office of Administrative Hearings (OAH). Parents most often state that school districts have not met the free and appropriate public education (FAPE) standard as provided in the law, i.e., that the student has not made adequate educational progress. This formal claim results in alternative dispute resolution sessions that involve a due process hearing officer provided by OAH. To work cooperatively with parents and to avoid costly and adversarial due process hearings that include legal representation, school districts work diligently toward settlement of these legal claims. As provided in other civil rights legislation, this claim provides for reimbursement of parent's legal fees.

RATIONALE:

The parties on the attached list participated in mediation following the filing of a due process hearing and agreed to resolve the dispute by reimbursing those applicable for costs incurred.

Student ID #:	Amount:	Expenditure:	Payee:
362534	\$5,500	Attorney Fees	Augustin Egelsee, L.L.P.
	\$6,000	Educational Services	Licensed providers, and/or agencies for prospective compensatory education

FUNDING:

Special Education: Not to Exceed \$ 11,500

RECOMMENDATION:

Approve the payment and reimbursement of costs incurred for student(s) with disabilities for the 2019-20 school year.

9. APPROVAL OF CONSENT CALENDAR

Subject	9.11 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2019-20 School Year
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Various Funds
Recommended Action	Approve/ratify the listing of agreements/contracts with Santa Ana Unified School District for the 2019-20 school year.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07010 Purchasing Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2019-20 School Year

ITEM: Consent

SUBMITTED BY: Manoj Roychowdhury, Assistant Superintendent, Business Services

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

ITEM SUMMARY:

- Agreements/Contracts for the 2019-20 school year

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District for the 2019-20 school year.

RATIONALE:

Consultants have been requested by school sites and District staff to enhance and support educational programs and provide professional development to improve student achievement.

FUNDING:

Various Funds

RECOMMENDATION:

Approve/ratify the listing of agreements/contracts with Santa Ana Unified School District for the 2019-20 school year.

File Attachments

[2019-20 Consultant Listing.pdf \(381 KB\)](#)

[F.PRIEST CONSTRUCTION SERVICES.pdf \(324 KB\)](#)

Listing of Consultants/Contracted Services
October 22, 2019

2019-20 Consultants Recommended for Board Approval

#	NAME	DEPARTMENT	SUMMARY OF WORK	FUNDING SOURCE	2018-19 Contract	2019-20	Start Date	End Date
1.	Priest Construction Services	Facilities	Will provide DSA Class I Inspector services for Muir Fundamental Elementary School P2P Project.	Fund 35	N/A	\$79,464.00	9/25/2019	6/30/2020
Total:						\$79,464.00		

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Priest Construction Services, Inc. hereinafter referred to as “CONTRACTOR.” The DISTRICT and CONTRACTOR may be referred to herein individually as “Party” and collectively as the “Parties.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR represents and warrants that it is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services to be provided by CONTRACTOR:** (“Scope of Work”) Will provide DSA Class I Inspector services for Muir Fundamental Elementary School P2P Project.
2. **Term:** Time is of the essence with respect to this AGREEMENT and the performance by the CONTRACTOR of each of its obligations under this AGREEMENT. CONTRACTOR shall commence providing services under this AGREEMENT on **9/25/2019** and will diligently perform as required and complete performance by **6/30/2020**.
3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seventy Nine Thousand Four Hundred Sixty Four Dollars (\$79,464). Such compensation shall be payable by monthly invoicing

submitted to the DISTRICT by the CONTRACTOR. The DISTRICT shall pay undisputed invoices within thirty (30) days of receipt from the CONTRACTOR. The DISTRICT may, within fifteen (15) days of receipt of a payment request from CONTRACTOR, reasonably request additional information and supporting documentation, in which case the DISTRICT'S time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes the CONTRACTOR to submit such information and/or documentation.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A. Any reimbursement under this Section shall be for the reasonable, actual costs incurred by the CONTRACTOR, without markup for profit, overhead or other purposes. The DISTRICT shall reimburse the CONTRACTOR only for expenses incurred in connection with the performance of the Scope of Work as the District in its sole discretion may agree.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she/it and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including, without limitation, unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. CONTRACTOR's compensation under this AGREEMENT shall not be increased because of any costs incurred by CONTRACTOR that are attributable to such compliance hereunder.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.

7. Reserved

8. Reserved

9. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become and remain the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no financial, business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT. Such conflicts include those contemplated under Government Code section

1090, the California Political Reform Act (Government Code Section 87100 et seq.), or other California law, including the common law.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR. Such a termination shall be considered "for cause" as defined in this AGREEMENT.

12. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered up to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of the Scope of Work by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the date of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. "Cause" shall include: (a) material violation of this AGREEMENT by the CONTRACTOR including, but not limited to, the breach of any representation or warranty; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of the **TEN (10)** days, cease and terminate. In the event of such termination "for cause," the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available

to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the CONTRACTOR, or no later than three days after the day of mailing, whichever is sooner.

13. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and any subcontractors working independently with students shall, at its own cost, ensure that all employees working with the DISTRICT submit fingerprints to the California Department of Justice to screen for background clearance, with the results of such screening and any subsequent arrest activity being directed to the DISTRICT's Department of School Police. CONTRACTOR will ensure that subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1(c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011. 24. This Section shall apply regardless of whether such above-referenced statutes are applicable to these circumstances. If CONTRACTOR is a sole proprietor, the DISTRICT shall prepare and submit the CONTRACTOR'S fingerprints per Education Code Section 45125.1(k). Any CONTRACTOR that is a sole proprietor shall have an immediate and affirmative duty to inform the DISTRICT of such status so as to allow the DISTRICT time to comply with Education Code section 45125.1(k).

14. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the DISTRICT, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT for each applicable person or employee prior to commencing initial employment. CONTRACTOR will ensure that subcontractors will not place any person at a school without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

15. **Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every cost, liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of, or which may be directly or indirectly related to:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above,

sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the active negligence, sole negligence, or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any actual or alleged act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for injury/death or damage/loss which result from the active negligence, sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT, except for damages which result from the active negligence, sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(d) The performance of this AGREEMENT or the Scope of Services by CONTRACTOR, or anyone working under or for the CONTRACTOR, except unless caused by the active negligence, sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Where the DISTRICT or its officers, employees or agents are held to be only partially negligent or partially liable based on willful misconduct, the Parties shall be responsible and liable under this Section on a comparative basis. The CONTRACTOR'S obligations under this Section shall not be deemed to be: (i) conditioned upon, or in any manner limited by, the any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

For all acts, omissions, or incidents occurring before the termination or expiration of this AGREEMENT, the CONTRACTOR'S obligations under this Section shall survive termination/expiration of this AGREEMENT, regardless of whether the CONTRACTOR has then completed the Scope of Work.

16. **Insurance:** CONTRACTOR agrees to carry a comprehensive general liability and automobile liability insurance with limits of **ONE MILLION Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy. CONTRACTOR further agrees to obtain and maintain workers' compensation insurance as required by State law and employer's liability insurance with coverage of at least \$1,000,000. To the extent permitted by law, the CONTRACTOR'S insurance policies under this AGREEMENT shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District Board or individual members thereof, or the District's other officers, employees, or agents. The general liability policy and the vehicle liability policy shall be endorsed to provide that they are so primary and non-contributory. DISTRICT Risk Manager will review all insurance requirements for the program being provided by the CONTRACTOR and verify submitted insurance documentation for accuracy and compliance with required coverages.

17. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

18. **Compliance With Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the

Scope of Work, CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT, or accruing out of the performance of such services.

19. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

20. **Employment With Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

21. **Entire Agreement/Amendment:** This AGREEMENT and any recitals or exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

22. **Nondiscrimination and other policies:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, genetic information, age, or military veteran status, or any other basis prohibited by law. CONTRACTOR further agrees that it will comply with all DISTRICT policies and administrative regulations including, without limitation, those prohibiting weapons, alcohol, and tobacco on DISTRICT properties.

23. **Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

24. **Notice:** All notices or demands to be given under this AGREEMENT by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either

by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the Parties are as follows:

DISTRICT:

**Santa Ana Unified School District
Attn: Jonathan Geiszler
1601 E. Chestnut Ave
Santa Ana, CA 92701**

CONTRACTOR:

**Priest Construction Services, Inc.
30183 Hillside Terrace
San Juan Capistrano, CA 92675**

25. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Attorney Fees/Costs:** Notwithstanding anything to the contrary, should litigation be necessary to enforce or defend any terms or provisions of this AGREEMENT, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

27. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

28. **Exhibits and Recitals:** This AGREEMENT incorporates by this reference any recitals and/or any exhibits which are attached hereto and incorporated herein.

29. **Fair and Reasonable Interpretations:** Before execution and delivery of this AGREEMENT, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this AGREEMENT and the meaning

of the provisions herein. The provisions of this AGREEMENT, therefore, shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was responsible for drafting this AGREEMENT or any particular provision herein.

30. **Headings and Captions:** The headings and captions set forth in this AGREEMENT are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any Section or other provision.

31. **Correct Legal Requirements Deemed Included:** Each and every provision required by any applicable law to be included in this AGREEMENT is hereby deemed to be so included, and this AGREEMENT shall be construed and enforced as if all such provisions are so included.

32. **No Third-Party Beneficiaries:** The Parties have entered into this AGREEMENT solely for their own purposes, and this AGREEMENT shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

33. **Agreement is Public Record:** Notwithstanding anything to the contrary: (i) nothing in this AGREEMENT shall be deemed to constitute confidential information; and (ii) this AGREEMENT is a public record which the District may disclose per State of California law or otherwise.

34. **Counterparts:** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this AGREEMENT having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this AGREEMENT.

35. **Due Authority:** Each person signing this AGREEMENT on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this AGREEMENT.

(Signatures to begin on the next page.)

THIS AGREEMENT IS ENTERED INTO THIS 9TH DAY OF SEPTEMBER, 2019.

DISTRICT:

CONTRACTOR:

By: _____

Signature

Jonathan Geiszler

Printed Name

Director of Purchasing

Title

Date Signed

By: _____

Signature

William Priest

Printed Name

President

Title

9/26/2019

Date Signed

9. APPROVAL OF CONSENT CALENDAR

Subject	9.12 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2019-20 School Year
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	No
Budgeted	No
Budget Source	No fiscal impact.
Recommended Action	Approve/ratify the listing of No-Cost Community Partnership agreements with Santa Ana Unified School District for the 2019-20 school year.
Goals	<p>GOAL 2 - : Establish collaboration and communication across all levels to support and promote engagement and school connectedness amongst students, staff, families and community. (BASE and ALL STUDENTS)</p> <p>ACTION 2.7 - Expand and maintain partnerships which support student academic success and social emotional well-being by partnering with institutions of higher education, community based organizations and district staff through MOU's and grants</p> <p>SERVICES 2.07002 Community based organizations</p> <p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07010 Purchasing Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2019-20 School Year

ITEM: Consent

SUBMITTED BY: Manoj Roychowdhury, Assistant Superintendent, Business Services

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

ITEM SUMMARY:

- No-Cost Community Partnership Agreements for the 2019-20 school year

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of No-Cost Community Partnership agreements with Santa Ana Unified School District for the 2019-20 school year.

RATIONALE:

Community Partnership Agreements have been requested by school sites and District staff to enhance and support educational programs and provide professional development to improve student achievement. The attached list identifies various

community partnership agreements that will provide services throughout the District.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve/ratify the listing of No-Cost Community Partnership agreements with Santa Ana Unified School District for the 2019-20 school year.

File Attachments

2019-20 - Partnership Agreements List_r.pdf (11 KB)

ES.DR RIBAS HEALTH CLUB.pdf (7,222 KB)

HS.JUMPSTART_r.pdf (387 KB)

HR.CHAPMAN COUNSELING FIELDWORK.pdf (190 KB)

HR.CHAPMAN PSYCHOLOGY FIELDWORK.pdf (191 KB)

NS - SSA and SAUSD Direct Certification MOU.PDF (308 KB)

Listing of No-Cost Community Partnership Agreements October 22, 2019

2019-20 Community Partnerships Recommended for Board Approval

#	PARTNER	DEPARTMENT	SERVICE	AGREEMENT START DATE	AGREEMENT END DATE
1.	Dr. Ribas Health Club and Serving Kids Hope	Educational Services	Dr. Riba's Health Club will assist with support for principals, school nurses, teachers, staff, wellness committees, children, parents, PE teachers and nutritional services. In alignment with the California Department of Education Social and Emotional Learning guidelines, Dr. Riba's Health Club will provide programming in learning environments where students are connected and engaged in developing the tools for healthy and positive decision making in their health and wellness. Topics of education will include goals to help support the entire district to be more nutritious, healthy, and physically active and support mental health resources. Dr. Riba's Health Club will also aim to offer assemblies at various school sites.	1-Aug-19	31-Jul-20
2.	*Jumpstart	Head Start	Program will provide language and literacy support to children in low-ratio environment with small group learning opportunities twice per week at Head Start Sites at Kennedy, Edison, Jackson, Monte Vista, and Roosevelt.	1-Sep-19	30-Jun-20
3.	Chapman University	Human Resources	Chapman University and SAUSD will partner to provide school counseling supervised unpaid practicum/internship fieldwork opportunities for Chapman University students.	10-Sep-19	10-Sep-24
4.	Chapman University	Human Resources	Chapman University and SAUSD will partner to provide school psychology supervised unpaid practicum/internship fieldwork opportunities for Chapman University students.	10-Sep-19	10-Sep-24
5.	*The County of Orange Social Services Agency	Nutrition Services	This Memorandum of Understanding (MOU) is to establish specific guidelines and processes for identifying School Students in CalFresh households and/or CalWorks assistance units/families to be directly certified for free school meals using County online software.	1-Oct-19	31-Dec-22

*Contract requires advance Board Approval

Memorandum of Understanding

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Dr. Riba’s Health Club, Inc. and Serving Kids Hope hereinafter referred to as “PARTNER.” The DISTRICT and PARTNER may be referred to herein individually as “Party” and collectively as the “Parties.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, PARTNER represents and warrants that it is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services to be provided by PARTNER:** (“Scope of Work”)

Below find program goals. This demonstrates a 12-month period but may be modified and adjusted to adhere and align with the school’s schedule once the funds are received.

Utilize Dr. Riba's Health Club to serve as a district wide educational resource for health wellness and mental health needs to improve emotional learning indicators in the Santa Ana Unified School District's children. Dr. Riba's Health Club will assist with support for principals, school nurses, teachers, staff, wellness committees, children, parents, PE teachers and nutritional services. In alignment with the California Department of Education Social and Emotional Learning guidelines, Dr. Riba's Health Club will provide programming in learning environments where students are connected and engaged in developing the tools for healthy and positive decision making in their

health and wellness. Topics of education will include goals to help support the entire district to be more nutritious, healthy, and physically active and support mental health resources. We will also aim to offer assemblies at various school sites.

1. Dr. Riba's Health Club team will work with nutrition services to make school food healthier while continuing to comply with district and state regulations.

2. Dr. Riba's Health Club will partner with Santa Ana Unified School District to offer group visits to families at various school sites. This program will be provided at no expense to families.

3. As needs change this scope of work can be altered to better assist the district and each individual school.

2. **Term:** Time is of the essence with respect to this AGREEMENT and the performance by the PARTNER of each of its obligations under this AGREEMENT. PARTNER shall commence providing services under this AGREEMENT on **8/01/2019** and will diligently perform as required and complete performance by **7/31/2020**.

3. **Compensation:** DISTRICT agrees there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this AGREEMENT.

4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT, except as follows: N/A. Any reimbursement under this Section shall be for the reasonable, actual costs incurred by the PARTNER, without markup for profit, overhead or other purposes. The DISTRICT shall reimburse the PARTNER only for expenses incurred in connection with the performance of the Scope of Work as the District in its sole discretion may agree.

5. **Independent Contractor:** PARTNER, in the performance of this AGREEMENT, shall be and act as an independent contractor. PARTNER understands and agrees that he/she/it and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PARTNER assumes the full

responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including, without limitation, unemployment insurance, social security and income taxes with respect to PARTNER's employees. PARTNER's compensation under this AGREEMENT shall not be increased because of any costs incurred by PARTNER that are attributable to such compliance hereunder.

6. **Materials:** PARTNER shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A. PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in coordination meetings at mutually agreed upon times and dates to discuss the progress of the program Scope of Work. DISTRICT and PARTNER will also mutually establish criteria and process for ongoing program assessment/evaluation such as, but not limited to the DISTRICT's assessment metrics and other state metrics [(Measures of Academic Progress – English, SBAC – 11th grade, Redesignation Rates, mutually developed rubric score/s, student attendance, and Social Emotional Learning (SEL) data)]. The DISTRICT and PARTNER will also engage in annual review of program content to ensure standards alignment that comply with DISTRICT approved coursework. The PARTNER will provide their impact data based upon these metrics.

8. **Data Sharing:** In order to facilitate the evaluation of the program, the DISTRICT and PARTNER will share aggregate student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA") and applicable State of California laws. PARTNER needs access to the following data:

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Confidentiality Compliance:

To affect the transfer of data subject to federal, state and local laws or regulations, the PARTNER agrees to:

- i. Use data shared under this AGREEMENT for no purpose other than evaluating and analyzing the impact of programs on students' academic/behavior performance. The PARTNER further agrees not to share data received under this contract with any other entity without DISTRICT's prior written approval.
- ii. Require all PARTNER employees, contractors and agents of any kind to comply with all applicable provisions of federal, state and local laws with respect to the data shared under this AGREEMENT. The PARTNER agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this AGREEMENT. Nothing in this paragraph authorizes sharing data provided under this AGREEMENT with any other person or entity for any purpose.
- iii. Maintain all data obtained pursuant to this AGREEMENT separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this AGREEMENT except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual teachers, are subject to the provisions of this AGREEMENT in the same manner as the original data. The ability to access or maintain data under this AGREEMENT shall not under any circumstances transfer from the PARTNER to any other person or entity aside from the DISTRICT and its designated representatives.
- iv. Not disclose any data contained under this AGREEMENT in a manner, which could identify any individual to any other entity. The PARTNER may only publish results of studies authorized by this AGREEMENT only if the PARTNER has received written approval following the DISTRICTS Application to Conduct Educational Research in the Santa Ana Unified School District process. The PARTNER agrees to abide to a "small numbers" policy of deleting all data items that include any group of individuals less than ten and to require all employees, contractors and agents of any kind to also abide by that policy.

- v. Take reasonable steps to insure the physical security of such data under its control, including, but not limited to: fire protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data limited terminal access, access to input documents and output documents and design provisions to limit use of personal data.
- vi. Destroy all data obtained under this AGREEMENT when it is no longer needed for the purpose for which it was obtained. Nothing in this AGREEMENT authorizes either Party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to DISTRICT within sixty (60) days. No other person or entity is authorized to continue research-using data obtained under this AGREEMENT upon cessation of studies conducted under the direct supervision of DISTRICT.

Data Requests

The DISTRICT may decline to comply with a request in part at its discretion if it determines that providing the data element requested would not be in the best interest of current or former students in DISTRICT schools. All requests shall include a statement of purpose for which it is requested, and an estimation of the time needed to complete the project for which the data is requested.

9. **Originality of Services:** PARTNER agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to PARTNER and shall not be copied in whole or in part from any other source, except that submitted to PARTNER by DISTRICT as a basis for such services.

10. **Reserved**

11. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no financial, business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT. Such conflicts include those contemplated under Government Code section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), or other California law, including the common law.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, PARTNER shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of PARTNER's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to PARTNER; such termination of the AGREEMENT shall be effective upon the receipt of such notice by PARTNER. Such a termination shall be considered "for cause" as defined in this AGREEMENT.

12. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate PARTNER only for services satisfactorily rendered up to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of the Scope of Work by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the date of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. "Cause" shall include: (a) material violation of this AGREEMENT by the PARTNER including, but not limited to, the breach of any representation or warranty; or (b) any act by PARTNER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) PARTNER is adjudged a bankrupt, PARTNER makes a general assignment for the benefit of creditors or a receiver is appointed on account of PARTNER's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of the **TEN (10)** days, cease and terminate. In the event of such termination "for cause," the DISTRICT may secure the required

services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the PARTNER. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the PARTNER, or no later than three days after the day of mailing, whichever is sooner.

13. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and any subcontractors working independently with students shall, at its own cost, ensure that all employees working with the DISTRICT submit fingerprints to the California Department of Justice to screen for background clearance, with the results of such screening and any subsequent arrest activity being directed to the DISTRICT's Department of School Police. PARTNER will ensure that subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1(c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011. 24. This Section shall apply regardless of whether such above-referenced statutes are applicable to these circumstances. If PARTNER is a sole proprietor, the DISTRICT shall prepare and submit the PARTNER'S fingerprints per Education Code Section 45125.1(k). Any PARTNER that is a sole proprietor shall have an immediate and affirmative duty to inform the DISTRICT of such status so as to allow the DISTRICT time to comply with Education Code section 45125.1(k).

14. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the DISTRICT, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT for each applicable person or employee prior to commencing initial employment. PARTNER will ensure that subcontractors will not place any person at a school without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

15. **Hold Harmless:** PARTNER agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or

demand made and every cost, liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of, or which may be directly or indirectly related to:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the PARTNER or any person, firm or corporation employed by the PARTNER, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the active negligence, sole negligence, or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any actual or alleged act, neglect, default, or omission of the PARTNER, or any person, firm or corporation employed by the PARTNER, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for injury/death or damage/loss which result from the active negligence, sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT, except for damages which result from the active negligence, sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(d) The performance of this AGREEMENT or the Scope of Services by PARTNER, or anyone working under or for the PARTNER, except unless caused by the active negligence, sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Where the DISTRICT or its officers, employees or agents are held to be only partially negligent or partially liable based on willful misconduct, the Parties shall be responsible and liable under this Section on a comparative basis. The PARTNER'S obligations under this Section shall not be deemed to be: (i) conditioned upon, or in any manner limited by, the any insurance coverage

maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

For all acts, omissions, or incidents occurring before the termination or expiration of this AGREEMENT, the PARTNER'S obligations under this Section shall survive termination/expiration of this AGREEMENT, regardless of whether the PARTNER has then completed the Scope of Work.

16. **Insurance**: PARTNER agrees to carry a comprehensive general liability and automobile liability insurance with limits of **ONE MILLION Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect PARTNER and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. PARTNER shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. PARTNER agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

PARTNER further agrees to obtain and maintain workers' compensation insurance as required by State law and employer's liability insurance with coverage of at least \$1,000,000.

To the extent permitted by law, the PARTNER'S insurance policies under this AGREEMENT shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District Board or individual members thereof, or the District's other officers, employees, or agents. The general liability policy and the vehicle liability policy shall be endorsed to provide that they are so primary and non-contributory. DISTRICT Risk Manager will review all insurance requirements for the program being provided by the PARTNER and verify submitted insurance documentation for accuracy and compliance with required coverages.

All insurance documentation received from PARTNER will be reviewed by the DISTRICT'S Risk Manager.

17. **Assignment**: The obligations of the PARTNER pursuant to this AGREEMENT shall not be assigned by the PARTNER.

18. **Compliance With Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. PARTNER agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the Scope of Work, PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this AGREEMENT, or accruing out of the performance of such services.

19. **Permits/Licenses:** PARTNER and all PARTNER's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

20. **Employment With Public Agency:** PARTNER, if an employee of another public agency, agrees that PARTNER will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

21. **Entire Agreement/Amendment:** This AGREEMENT and any recitals or exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

22. **Nondiscrimination and other policies:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, genetic information, age, or military veteran status, or any other basis prohibited by law. PARTNER further agrees that it will comply with all DISTRICT policies and administrative regulations including, without limitation, those prohibiting weapons, alcohol, and tobacco on DISTRICT properties.

23. **Non Waiver:** The failure of DISTRICT or PARTNER to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be

deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

24. **Notice:** All notices or demands to be given under this AGREEMENT by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the Parties are as follows:

DISTRICT:

**Santa Ana Unified School District
Attn: Jonathan Geiszler
1601 E. Chestnut Ave
Santa Ana, CA 92701**

PARTNER:

**Dr. Riba's Health Club, Inc.
210 W. Alton Ave # 2
Santa Ana, CA 92704**

25. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Attorney Fees/Costs:** Notwithstanding anything to the contrary, should litigation be necessary to enforce or defend any terms or provisions of this AGREEMENT, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

27. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

28. **Exhibits and Recitals:** This AGREEMENT incorporates by this reference any recitals and/or any exhibits which are attached hereto and incorporated herein.

29. **Fair and Reasonable Interpretations:** Before execution and delivery of this AGREEMENT, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this AGREEMENT and the meaning of the provisions herein. The provisions of this AGREEMENT, therefore, shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was responsible for drafting this AGREEMENT or any particular provision herein.

30. **Headings and Captions:** The headings and captions set forth in this AGREEMENT are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any Section or other provision.

31. **Correct Legal Requirements Deemed Included:** Each and every provision required by any applicable law to be included in this AGREEMENT is hereby deemed to be so included, and this AGREEMENT shall be construed and enforced as if all such provisions are so included.

32. **No Third-Party Beneficiaries:** The Parties have entered into this AGREEMENT solely for their own purposes, and this AGREEMENT shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

33. **Agreement is Public Record:** Notwithstanding anything to the contrary: (i) nothing in this AGREEMENT shall be deemed to constitute confidential information; and (ii) this AGREEMENT is a public record which the District may disclose per State of California law or otherwise.

34. **Counterparts:** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined

to physically form one or more copies of this AGREEMENT having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this AGREEMENT.

35. **Due Authority:** Each person signing this AGREEMENT on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this AGREEMENT.

(Signatures to begin on the next page.)

THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF SEPTEMBER, 2019.

DISTRICT:

PARTNER:

By:

By:

Signature

Signature

Jonathan Geiszler

PATRICIA A. RONALD RUBA, MD

Printed Name

Printed Name

Director of Purchasing

CEO / CMD

Title

Title

9-14-19

Date Signed

Date Signed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Summer Agency Insurance Brokers, Inc. 1530 W Whittier Blvd La Habra, CA 90631 License #: 0664578	CONTACT NAME: Scott Clayton	FAX (A/C, No): (562)690-9771	
	PHONE (A/C, No, Ext): (562)690-9770	E-MAIL ADDRESS: scottclayton@summergroup.net	
INSURED Dr. Riba's Health Club, Inc. & Serving Kids Hope 2100 W. Alton Ave. #2 Santa Ana, CA 92704	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 00000000-0****REVISION NUMBER: 23**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		1118280	06/07/2019	06/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ NIL
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1118280	06/07/2019	06/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional			1118280	06/07/2019	06/07/2020	\$1,000,000
A	Sexual Misconduct			1118280	06/07/2019	06/07/2020	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Santa Ana USD
1601 E. Chestnut Ave
Santa Ana, CA 92701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SFC)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sonia-Alina White Palm Assurance 8150 Beverly Blvd Los Angeles, CA 90048	CONTACT NAME: Sonia-Alina White PHONE (A/C, No, Ext): 310-360-5213 E-MAIL ADDRESS: swwhite@palmins.com FAX (A/C, No): 310-360-5236														
INSURED DR. RIBA'S HEALTH CLUB INC 2100 W. ALTON AVENUE #02 SANTA ANA, CA 92704	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : TRUMBULL INSURANCE COMPANY-THE HARTFORD</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : TRUMBULL INSURANCE COMPANY-THE HARTFORD		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A		72 WEC ZQ2494	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

SANTA ANA UNIFIED SCHOOL DISTRICT 1601 E. CHESTNUT AVE SANTA ANA, CA 92701-6322	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sonia-Alina White</i>
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Program Partner Agreement



Thank you for your interest in becoming a Jumpstart program partner for the coming year and beyond! This Agreement covers the essential aspects of the Jumpstart program partnership and requests information that is crucial to the success of the partnership and the Jumpstart program. We encourage you to work closely with Jumpstart program staff in your area to complete this form. If you have questions, please contact Katie Herbst at (657) 278-4406 or kherbst@fullerton.edu.

Note: If you are unable to check "yes" for any of the items in this document, please do not sign at the end of the document until you have discussed these items with the Jumpstart site manager listed above.

Date form is completed: 8/5/19

Name of Center/Location: Santa Ana Unified School District Head Start Program

Center/Location Address: 1629 Center Street Santa Ana, CA 92704

Center/Location Telephone: 714 431 7576 Fax: _____

Name of Principal/Director: Charlotte S. Ervin

Name and title of person completing form: Charlotte Ervin-Coordinator

Please designate a staff person at your program to be the official liaison to the Jumpstart program (preferably Director or Education Coordinator):

Name and title of liaison: Paul Salazar – Assistant Coordinator of Education and Disabilities

Liaison's contact information (best way to reach): (714) 640-7207

How many total children (**birth to age 6**) are served in your center? 554

How many children **ages 36 to 59 months** are served in your center? 554

The term of this Agreement shall commence on the date listed above and end at the completion of the 2019-2020 program year.

Jumpstart depends on the strength of our partnerships with early childhood providers such as you to make our program, and our service to young children, a success. We deeply appreciate the time you are taking to complete this Agreement, and we look forward to working with you to make the Jumpstart program a reality at your center!

As with any partnership, we believe that the process, not just the piece of paper, ensures a strong relationship. Thank you for your continued communication and work with us to build that partnership.



I. SCHOOL SUCCESS

JUMPSTART WILL:

- 1) Recruit and train Corps members to provide language and literacy support to children in a low ratio environment with small group learning opportunities
- 2) Conduct two-hour Jumpstart sessions, twice a week, consisting of a group of Corps members and children, and a team leader providing guidance
- 3) Provide a research-based, developmentally appropriate curriculum that supports children's development in oral language, books and print knowledge, and phonological awareness (key emergent or early literacy skills) for use during Jumpstart sessions
- 4) Provide site manager support for implementation of high quality Jumpstart sessions through ongoing observation and feedback with Jumpstart teams and communication with teachers and staff
- 5) Supplement educational materials and supplies, including core storybooks and manipulative items, to enhance and extend children's learning during Jumpstart sessions
- 6) Provide two to six hours of Classroom Assistance Time by each Corps member weekly, to support children and teachers in the regular classroom setting

THE CENTER WILL:

- 7) Provide a classroom for each Jumpstart team in which at least 75% of enrolled children are 36 to 59 months of age at the start of the school year ☐ Yes

AND 75% of enrolled children are from low-income families as defined by federal guidelines for reduced-cost meals. ☐ Yes

Each classroom will host Jumpstart sessions and provide Jumpstart Corps members access to all children normally enrolled in these classrooms ☐ Yes

Designated classroom #1 _____

of children in classroom #1 _____

% of children in classroom #1 from low-income communities in 2015-2016 _____

% of children in classroom #1 that were between 36-59 months in 2015-2016 _____

Days and Hours of Classroom #1 (e.g. MWF 8:30-2:00) _____

Name of Lead Teacher in Classroom #1 _____

Designated classroom #2 _____

of children in classroom #2 _____

% of children in classroom #2 from low-income communities in 2015-2016 _____

% of children in classroom #2 that were between 36-59 months in 2015-2016 _____

Days and Hours of Classroom #2 (e.g. MWF 8:30-2:00) _____

Name of Lead Teacher in Classroom #2 _____

Please report demographic information to the best of your ability. If there are more than two designated Jumpstart classrooms, please write them in Section XI at the end of this document and be sure to include the same data points (% low-income and % within age range).

- 8) Ensure that an adequate number of children will be enrolled in the classroom(s) selected to host Jumpstart sessions by the start of sessions, or early enough in the program year to allow late-enrolled



children to participate in Jumpstart for a span of 120 calendar days, and that children will consistently be present during scheduled Jumpstart session times in order to allow Jumpstart to engage the anticipated number of children ☒ Yes

- 9) Anticipated number of children: 556 Work with Jumpstart to create and implement contingency plans, in the event that child enrollment or attendance during scheduled Jumpstart sessions does not allow Jumpstart to engage the desired number of children. Contingency plans may include, but are not limited to: moving a Jumpstart team to another preschool classroom, accommodating a pull-out session model that combines children from multiple classrooms, releasing Jumpstart from this agreement (if no reasonable options exist to allow Jumpstart access to the number of children required to fulfill related goals or maintain recommended Corps member:child ratios) ☐ Yes
- 10) Adhere to the following **at all times Jumpstart Corps members or staff members are present:**
 Provide supervision and accompaniment (direct physical presence) by licensed center teacher ☒ Yes
 Ensure that all licensing and operational policies are met ☒ Yes
 Retain liability for children, licensing, operational policies, and other regulations at all times ☒ Yes
- 11) Arrange to have a consistent licensed teacher, preferably the regular teacher(s) for the classroom hosting sessions, present and participating in the Jumpstart session (actively participating; supporting classroom and behavior management; directly supporting children with significant disabilities or significant behavioral challenges; acting as a “Jumpstart partner” for children as needed); Center and center teachers will be solely responsible for any classroom emergencies including without limitation, any child medical emergency, or behavior-related emergency, or other actions involving center children. ☒ Yes
 Teacher(s) supporting sessions: _____
- 12) For dual-language programs or other programs supporting instruction and adult-child interactions in languages other than English, ensure that Jumpstart sessions are scheduled at a time/block when English is the dominant language of instruction for children. Please note: Jumpstart sessions are delivered in English. ☐ NA ☒ Yes
- 13) Allow Jumpstart to use books & general supplies in the classroom/center ☒ Yes
- 14) Provide snack for the Jumpstart session, if required by schedule/licensing ☒ Yes
- 15) Provide space for the Jumpstart team(s) to meet before/after Jumpstart sessions ☒ Yes
- 16) Provide storage space for the Jumpstart team(s) ☒ Yes
- 17) Ensure that teachers welcome individual Corps member participation in their classrooms for Classroom Assistance Time for up to six hours per week ☒ Yes

II. FAMILY INVOLVEMENT

JUMPSTART WILL:

- 1) Train and support Corps members to communicate and reinforce the Jumpstart-home learning connection with families of children in Jumpstart
- 2) Provide families with information about the Jumpstart program, educational resources related to Jumpstart’s approach, and regular communication about their children’s participation in Jumpstart
- 3) Orient families to Jumpstart at the start of the program year



- 4) Support program partner efforts related to family outreach and involvement as appropriate, and consult with center staff on implementation of Jumpstart family activities

THE CENTER WILL:

- 5) Connect Jumpstart with a family involvement coordinator (if applicable) at the center so that Jumpstart can:

- Coordinate our efforts with pre-existing family activities at your center ☒ Yes
- Consult them regarding our family activities (orientations, communication) ☒ Yes

If yes, Name: Daicy Cruz Contact Info: (714)431 7576

- 6) Invite Jumpstart to participate in existing family events: ☐ Yes

Names/dates of events: _____

- 7) Assist Jumpstart in informing families that children will be participating in Jumpstart by distributing session information on Jumpstart's behalf and speaking with families at your center ☒ Yes
- 8) Provide support, including translations (as per center's capacity), to assist Corps members in communicating with families whose home language is not English ☒ Yes
- 9) Include a description of Jumpstart in a newsletter or mailing to families ☒ Yes
- 10) Allow Jumpstart to use the center's logo on any communication to families ☒ Yes
- 11) Allow Jumpstart to have access to a portion of a bulletin board to post program information ☒ Yes

ADDITIONAL INFORMATION:

- 12) What is the best way to reach out to families of children who will participate in Jumpstart sessions?
How can Jumpstart work with your center in this effort?

- 13) How could Jumpstart's communication with families and other family involvement activities be integrated with those of your center?

III. CHILD ASSESSMENT AND MEASURING IMPACT

JUMPSTART WILL:

- 1) Request consent to collect and utilize information related to children's language and literacy abilities and demographic data from children's families, using Jumpstart's standard Consent Form.
- 2) Collect information related to children's language and literacy abilities reported by teachers using the *Jumpstart School Success Checklist* teacher rating form and/or administer the Test of Preschool Early Literacy (TOPEL). Center participation in one or both assessment methods will be determined by Jumpstart and communicated to center staff by the start of the program year. Jumpstart will only use and report children's scores in aggregate to better understand and represent the impact of our program.
- 3) Provide information and guidance to support the child assessment process:



- For centers selected to participate in the *Jumpstart School Success Checklist* process, Jumpstart will communicate timelines for *Jumpstart School Success Checklist* completion based on session start and end dates determined in partnership with the center. Jumpstart will provide guidance and support for center teachers to complete this process in a timely fashion twice per year, three times per year for California sites where applicable;
 - For centers selected to participate in the TOPEL process, Jumpstart will provide basic information about assessment tools, scheduling, and space needs. Jumpstart assessors will come to the center to collect language and literacy information about children who have parent/guardian consent during the two to three weeks prior to session and the two to three weeks after session concludes.
- 4) Provide the following point person for coordinating the child assessment process on Jumpstart's behalf and work with Jumpstart staff to collect additional, important information to assess Jumpstart's impact:
- Name/Title Katie Herbst, Site Manager Phone (657) 278-4406
- 5) Use information related to children's demographic information and language and literacy abilities, as reported by teachers on the Jumpstart School Success Checklist or collected by Jumpstart using the TOPEL, to gauge the effectiveness of the Jumpstart program to continuously improve Jumpstart's program model

THE CENTER WILL:

- 6) Assist Jumpstart in obtaining Consent Forms authorizing Jumpstart to collect and utilize children's demographic data and information related to children's language and literacy abilities as reported by teachers and/or to administer the TOPEL by distributing and collecting forms on Jumpstart's behalf ☒ Yes
- And work with Jumpstart to ensure Consent Forms related to assessment are completed and returned by all families of children in participating classrooms prior to teachers completing any *Jumpstart School Success Checklists* or Jumpstart assessors administering the TOPEL ☒ Yes
- 7) If selected to participate in the *Jumpstart School Success Checklist* process:
- Work with Jumpstart to arrange an orientation/training to this process for classroom teachers before teachers complete pre-session *Jumpstart School Success Checklists* ☒ Yes
 - Ensure each teacher in a participating classroom completes the *Jumpstart School Success Checklist* process for children in their classroom ☒ Yes
 - Ensure that Checklists are completed within the requested timeframes twice a year, during program start-up (usually September) and wrap-up (usually May), plus a third Checklist during the mid-year period (usually February) for California sites where applicable ☒ Yes
- 8) If selected to participate in the direct assessment process:
- Coordinate with Jumpstart site managers to schedule time for assessors to come in and collect language and literacy information about children who have parent/guardian consent during the two to three weeks prior to session and the two to three weeks after session concludes ☐ Yes
 - Provide space in the back of the classroom, or another space where a licensed center staff member would be present, for assessments to occur ☒ Yes
- 9) Provide Jumpstart with consistent access to center level data, including but not limited to aggregate demographic data (not for individual children), or inform Jumpstart in writing if the center cannot



provide this information. This information is important for our program reporting and improvement and is not used to place a “value” or “weight” on specific centers or children ☒ Yes

- 10) Provide Jumpstart with consistent access to child level data for children with parental consent, including but not limited to available demographic data (i.e. gender, race, language, socio-economic status, date of birth), attendance data, and assessment data for individual children ☒ Yes

- 11) Provide the following point person for coordinating the child assessment process on the center’s behalf and work with Jumpstart staff to collect additional, important information to assess Jumpstart’s impact:

Name/Title Paul Salazar Phone/ext. (714) 640-7207

IV. CORPS MEMBER MANAGEMENT AND DEVELOPMENT

JUMPSTART WILL:

- 1) Train Corps members to work effectively with young children, while encouraging them to choose career and service opportunities that positively impact early childhood education and their communities
- 2) Support improvement of Corps members’ classroom practice and interactions with children through ongoing observation and feedback
- 3) Model and reinforce developmentally appropriate practice and quality implementation of Jumpstart’s curriculum through ongoing coaching by site managers and team leaders
- 4) Engage Corps members in annual performance reviews based on interactions in the classroom and general participation in the Jumpstart program
- 5) Engage Corps members in a service-learning course designed to help students critically analyze concepts in the field of **Child and Adolescent Development** through the lens of their experiences serving young children
- 6) Encourage Corps members to learn from classroom teachers

THE CENTER WILL:

- 7) Encourage teachers to communicate regularly with the Jumpstart site manager, team leader or designated Corps member regarding classroom curriculum ☒ Yes
- 8) Ensure that Corps members are not participating in or asked to participate in activities prohibited by AmeriCorps while they are serving at the center ☒ Yes

The following is a list of AmeriCorps prohibited activities. Corps members cannot participate in these activities while participating in Jumpstart activities, wearing the Jumpstart uniform (Jumpstart t-shirt or sweatshirt with appropriate logos), or earning hours.

- Attempting to influence legislation.
- Organizing or engaging in protests, petitions, boycotts, or strikes.
- Assisting, promoting or deterring union organizing.
- Providing abortion services or referrals for receipt of such services.
- Impairing existing contracts for services or collective bargaining agreements.
- Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.



- Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
- Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; or an organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities.
- Conducting, initiating or participating in voter registration drives. In addition, Corporation funds may not be used to conduct a voter registration drive.
- Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of nondisplacement below are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
- Nondisplacement. (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance. (2) An organization may not displace a volunteer by using a member. (3) A service opportunity may not be created under the program that will infringe in any manner on the promotional opportunity of an employed individual. (4) The member may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. (5) The member may not perform any services or duties, or engage in activities that: will supplant the hiring of employed workers; or are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures. (6) The member may not perform services or duties that have been performed by or were assigned to any: Presently employed worker; Employee who recently resigned or was discharged; Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; Employee who is on leave (terminal, temporary, vacation, emergency, or sick); Employee who is on strike or who is being locked out.
- Such other activities as CNCS may prohibit.

The center shall adhere to the following restrictions on Corps member service:

- 9) NOT hire Corps members as paid employees during their Jumpstart term of service ☒ Yes
- 10) NOT allow Corps members to serve in the place of paid employees at your center, for example serving as regular or substitute teachers ☒ Yes
- 11) NOT allow Corps members to serve children without the supervision and accompaniment (physical presence) of a licensed teacher who has been cleared for access to children through the center's criminal history check process OR is otherwise permitted access to vulnerable populations by the nature of his or her profession as an educator ☒ Yes



ADDITIONAL INFORMATION:

- 12) Please comment on the role of teachers in your center. What do you want Jumpstart and our Corps members to know about working with teachers?

V. ADMINISTRATIVE POLICIES & PROCEDURES

JUMPSTART WILL:

- 1) Streamline administrative procedures whenever possible by supporting, rather than duplicating, the policies and procedures used by centers.
- 2) Adhere to all required administrative tasks and procedures as requested.
- 3) Initiate criminal history checks of AmeriCorps members before they are allowed to begin classroom service. AmeriCorps members will be allowed to serve with Jumpstart once they have successfully initiated all components of a criminal history check in accordance with Jumpstart's policy and applicable state regulation(s). These checks include a National Sex Offender Public Website check, state(s) of service and of residence through the AmeriCorps designated state repositories, and a FBI fingerprint check.
- 4) Initiate criminal history checks of Jumpstart members before they are allowed to begin classroom service. Jumpstart members will be allowed to serve with Jumpstart once they have successfully initiated all components of a criminal history check in accordance with Jumpstart's policy and applicable state regulation(s). These checks include a National Sex Offender Public Website check and a FBI fingerprint check.
- 5) Assist the Center in meeting local medical/health requirements for Corps members (e.g. TB tests, etc.) by following up with Corps members as needed to ensure medical/health requirements needed by the Center are received.

THE CENTER WILL:

- 6) Provide a current **certificate of insurance** to ensure proper coverage and liability insurance is in place ☒ Yes
- 7) Provide an orientation for Jumpstart Corps members to center policies and procedures relevant to the work of Jumpstart, such as classroom rules, sign in/sign out procedures, abuse and neglect reporting procedures, etc. ☒ Yes
- 8) Provide in-kind valuation for classroom space used by Jumpstart teams using Jumpstart's *Program Partner In-Kind* Form by end of Jumpstart sessions. ☐ NA ☒ Yes
- 9) Communicate and collect local medical/health requirements for Corps members (e.g. TB tests, etc.) ☒ Yes
- 10) NOT allow Corps members to serve children without the supervision and accompaniment (physical presence) of a licensed teacher who has been cleared for access to children through the center's criminal history check process OR is otherwise permitted access to vulnerable populations by the nature of his or her profession as an educator (additional accompaniment conditions noted in section VI, 8). ☒ Yes

ADDITIONAL INFORMATION:

- 11) Please complete the table below with all of the criminal history checks you require of volunteers. Be sure to include all current requirements for Corps members to serve at your location.



If your center has no criminal history check requirements, please check here:

☐ None

Name of Check	Source of Check	Timing Requirement of Check	Price of Check	Who is responsible for conducting the check?
Raptor System	Head Start Sites	Prior to September 30,2019	None	School Sites

VI. CHILD ABUSE PREVENTION AND PROTECTION POLICY

JUMPSTART WILL:

- 1) Provide Corps members with training and coordinate center staff to provide an orientation in order to:
 - Provide information on recognizing signs of child abuse
 - Review Jumpstart's child abuse prevention and protection policies
 - Orient Corps members to the center's child abuse reporting procedures
- 2) Provide center staff with the most current version of Jumpstart's *Child Abuse Prevention and Protection Policy*, including notification of any updates or revisions. This document includes the policy we communicate to Corps members for steps to take in the event of suspected abuse or neglect and prohibited and permissible activities for Corps members engaging with children.
- 3) Prohibit Jumpstart staff, Corps members and non-Corps member volunteers from being left unaccompanied with children and ensure that Corps members adhere to Jumpstart's prohibited and allowable activities lists
- 4) In any instance where a Jumpstart Corps member, staff member or non-Corps member volunteer suspects that a child is being abused or neglected, follow Jumpstart's *Child Abuse Prevention and Protection Policy* and the procedures of the program partner to comply with all state and local regulations regarding reporting abuse or neglect; work with center staff to navigate any policy conflicts, as needed
- 5) Discuss with Corps members the importance of respecting confidentiality guidelines in all work with children and families, and require all Corps members to sign an assurance of confidentiality form

THE CENTER WILL:

- 6) Provide Jumpstart with a copy of center's child abuse and neglect reporting policy ☒ Yes
- 7) Orient Corps members to the center's child abuse reporting procedures (to be followed in conjunction with Jumpstart's *Child Abuse Prevention and Protection Policy*) ☒ Yes
- 8) Ensure that Jumpstart staff, Corps members and non-Corps member volunteers are accompanied by (in the physical presence of) teachers or other center staff who have been cleared for access to children through the center's criminal history check process OR are otherwise permitted access to vulnerable populations by the nature of their profession as educators at all times Jumpstart operates. This may require additional documentation to ensure that accompaniment occurred. ☒ Yes



During program audits by select funders, Jumpstart may be asked to obtain documentation of the center's criminal history check procedures, definitions of "educators" or others roles permitted access to children by the nature of their professions, and/or documentation of history check clearance. Do you agree to make these available to Jumpstart's auditors if requested? ☒ Yes

- 9) Abide by the most recent version of Jumpstart's *Child Abuse Prevention and Protection Policy*, agree to support Corps members' efforts to follow this policy, and agree to work with Jumpstart to navigate any policy conflicts (as needed). ☒ Yes

VII. PUBLIC RELATIONS

JUMPSTART WILL:

- 1) Obtain media releases, included in Consent Forms, for all children participating in Jumpstart
- 2) Communicate with center staff to coordinate planning and scheduling of occasional site visits or media outreach

THE CENTER WILL:

- 3) Be willing to take part in an occasional discussion with Jumpstart supporters ☒ Yes
- 4) Be willing to help schedule occasional site visits to the center for Jumpstart supporters ☒ Yes
- 5) Allow Jumpstart to videotape or photograph the site, staff, and/or children for the purposes of promoting the program, provided media releases have been obtained ☒ Yes

VIII. JUMPSTART-PROGRAM PARTNER RELATIONSHIP

JUMPSTART WILL:

- 1) Be proactive and responsive in communicating with the center
- 2) Ask program partner for formal feedback twice a year
- 3) Use feedback from center liaison, teachers, and other staff in continually seeking to improve the quality of the partnership and services provided

THE CENTER WILL:

- 4) Provide feedback to Jumpstart at the middle and end of the school year, through completion of the *Program Partner Feedback Form* and/or other formats ☒ Yes

IX. DISCLAIMER AND LIABILITY LIMITATION

Except as expressly set forth in this Agreement, each service provided by Jumpstart under this agreement is provided "as is" and "as available," with no representations or warranties of any kind. In no event shall Jumpstart, Corps members, the Center or their officers, directors, employees or agents be liable to the other on any basis arising from or related to this Agreement for any special, indirect, incidental or consequential damages.

X. PROGRAM PARTNER COMMITMENT

Our center is a registered 501(c)(3) non-profit organization ☒ Yes



By signing below, we signify our commitment to a partnership between Jumpstart and _____
_____(program partner name), **including all information and terms outlined above.**

Signature of Center Representative & Title

Printed Name

Date

Signature of Jumpstart Representative & Title

Printed Name

Date

Reminder: If you are unable to check "yes" for any of the items in this document, please do not sign here until you have discussed these items with the Jumpstart site manager listed above.



XI. CLASSROOM INFORMATION

Note to Program Partners: Jumpstart collects the following information on an annual basis to help us plan and make decisions regarding our team placement and impact in the community. **If you are unable or unwilling to provide this information, please notify Jumpstart in writing, as outlined in the Program Partner Agreement.**

Please complete the following grid for all classrooms at your center in which **75% of enrolled children are 36 to 59 months of age and 75% of children are from low-income families as defined by federal guidelines for reduced-cost meals.** Please include classrooms that are being served by Jumpstart as well as those that are not. This information will help Jumpstart identify potential additional classrooms we might serve in the future.

<u>Name/Number of Classroom</u> (e.g. Room 1, Little Leaders)	<u>Jumpstart Classroom</u> (y = yes/ n = no)	<u>If not a Jumpstart classroom, would it be potential for the future? (y or n)</u>	<u>Number of Children in Classroom</u> (approx.)	<u>% of children in classroom that were between 36-59 months in 2015-2016</u>	<u>% of children in classroom from low-income families in 2017-2018</u>	<u>Days and Hours of Classroom</u> (e.g. MWF 8:30-2:00)	<u>Name of Lead Teacher</u>
Kennedy-102	Yes		20	100	100	M-Thu -7:45 am-4:15pm	Melanie Mendoza
Edison – 402	Yes		17	100	100	M- F 7:30 am-4:30 pm	Carmen Maldonado
Jackson RM 12	Yes		17	100	100	M-Thu 7:45 am-4:15	Thach Nguyen
Monte Vista RM 46	Yes		17	100	100	M- F 7:30 am-4:30 pm	Zully Rodriguez
Roosevelt – RM 1	Yes		17	100	100	M-Thu -7:45 am-4:15pm	Kellie Hinds

Jumpstart site: SAUSD Head Start Sites Center name: Head Start Centers

Date completed: August 13,2018





CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL COUNSELING SUPERVISED UNPAID PRACTICUM AND INTERNSHIP FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Santa Ana Unified School District hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the

program, including without limitation, laws relating to the confidentiality of student records.

- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
 - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
 - ii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and
 - iii. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party

as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

INFORMATION ON SCHOOL DISTRICT:

Santa Ana Unified School District
1601 E. Chestnut Avenue
Santa Ana, CA 92701

UNIVERSITY CONTACT INFORMATION:

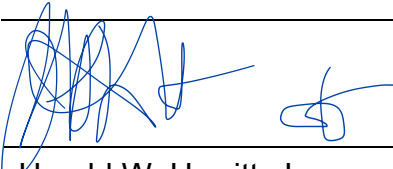
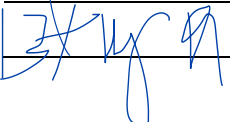
Attn: Harold Hewitt, VP & COO
Chapman University
One University Drive
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective **September 10, 2019** and shall continue in full force and effect through **September 10, 2024**. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:	Signature:	_____
	Name:	Dr. Hiacynth Martinez
	Title:	Assistant Superintendent, Human Resources
	Date:	_____
UNIVERSITY:	Signature:	
	Name:	Harold W. Hewitt, Jr.
	Title:	Executive Vice President & COO
	Date:	

Appendix A

Specific Supervision Requirements

School Counseling Fieldwork:

- A. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- B. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- C. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - (a) Program Design, Rationale and Coordination
 - (b) Growth and Development
 - (c) Socio-Cultural Competence
 - (d) Assessment
 - (e) Comprehensive Prevention and Early Intervention for Achievement
 - (f) Professional Ethics and Legal Mandates
 - (g) Family-School Collaboration
 - (h) Self-esteem and Personal and Social Responsibility
 - (i) School Safety and Violence Prevention
 - (j) Consultation
 - (k) Professional Leadership Development
 - (l) Collaboration and Coordination of Pupil Support Systems
 - (m) Human Relations
 - (n) Technological Literacy
 - (o) Supervision and Mentoring
 - (p) Academic Development
 - (q) Career Development
 - (r) Personal and Social Development
 - (s) Advocacy
 - (t) Learning, Achievement and Instruction
 - (u) Individual Counseling
 - (v) Group Counseling and Facilitation
 - (w) Collaboration, Coordination and Team Building
 - (x) Organizational Systems and Program Development
 - (y) Prevention Education and Training
 - (z) Research, Program Evaluation and Technology
- D. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- G. Audio and/or video taping of selected counseling activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.



CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL PSYCHOLOGY SUPERVISED UNPAID PRACTICUM / INTERNSHIP FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Santa Ana Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
 - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
 - ii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and
 - iii. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party

as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
Chapman University
One University Drive
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective **September 10, 2019** and shall continue in full force and effect through **September 10, 2024**. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature: _____

Name: Dr. Hiacynth Martinez

Title: Assistant Superintendent, Human Resources

Date: _____

UNIVERSITY:

Signature: _____

Name: Harold W. Hewitt, Jr.

Title: Executive Vice President & COO

Date: 13 Aug 19

Appendix A

Specific Supervision Requirements

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from a school psychologist with at least three years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data-Based Decision Making and Accountability
 - b. Consultation and collaboration.
 - c. Interventions and Instructional Support to Develop Academic Skills.
 - d. Interventions and Mental Health Services to Develop Social and Life Skills.
 - e. School-Wide Practices to Promote Learning.
 - f. Preventive and Responsive Services.
 - g. Family-School Collaboration Services.
 - h. Diversity in Development and Learning
 - i. Research and Program Evaluation.
 - j. Legal, Ethical, and Professional Practice.
- E. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- F. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- G. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Audio and/or video taping of selected psychology activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
SANTA ANA UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF
FREE SCHOOL MEALS DIRECT CERTIFICATION PROGRAM

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency, hereinafter referred to as "SSA," and Santa Ana Unified School District, hereinafter referred to as "SCHOOL." This MOU contains program content and purpose along with specific guidelines for identifying school aged children (grades K-12), hereinafter referred to as "STUDENTS," to be directly certified for free school meals using County online software.

SSA and SCHOOL may be referred to individually as "Party" and collectively as "the Parties." The County of Orange may be referred to as "SSA." The relationship between SSA and SCHOOL, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to the U.S. Federal Child Nutrition and Women, Infants and Children Reauthorization Act of 2004, Section 104 of Public Law 108-265. This act allows for a designated school food authority to certify a STUDENT as eligible for free school meals by directly communicating with the appropriate local agency to verify STUDENT's status as a member of a CalFresh and/or California Work Opportunity and Responsibility to Kids (CalWORKs) household.

2. SCHOOL desires to have SSA verify whether individual SCHOOL STUDENTS meet certain CalFresh and/or CalWORKs eligibility criteria defined in this MOU in order to provide free school meals.
3. SSA is willing to verify certain CalFresh and/or CalWORKs eligibility criteria under the terms and conditions hereafter set forth.
4. This MOU sets forth the guidelines authorized by both the SSA Director and the SCHOOL, for their respective employees to follow in providing services.

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I. TERM

The term of this MOU shall commence on October 1, 2019, and end on December 31, 2022, unless earlier terminated pursuant to the provisions of Paragraph XX of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality.

II. PURPOSE

The purpose of this MOU is to establish specific guidelines and processes for identifying SCHOOL STUDENTS in CalFresh households and/or CalWORKs assistance units/families to be directly certified for free school meals using County online software.

III. DEFINITIONS

A. CalWIN: SSA's electronic data system that records participant activities and progress, payments on behalf of clients, and program eligibility determination.

B. CalFresh: California implementation of the federal Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp program, that provides assistance for low-income households to purchase nutritious food.

C. CalWORKs: The California welfare implementation of the federal Temporary Assistance for Needy Families (TANF) program that gives cash aid and services to eligible needy California families.

D. Partners Data Interchange System (PDIS): COUNTY owned and operated online software designed for data transfer.

E. Reporting month: A calendar month in which the services specified in this MOU are provided.

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IV. LICENSES AND STANDARDS

A. SCHOOL warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, SCHOOL warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

V. SCHOOL RESPONSIBILITIES

- A. Provide SSA with a list of SCHOOL enrolled STUDENTS no later than the fifth (5th) business day of each reporting month.
- B. Provide the list of SCHOOL enrolled STUDENTS in a format approved by SSA.
- C. Collaborate with SSA to determine the reporting months.
- D. Provide the list of SCHOOL enrolled STUDENTS using PDIS.
- E. All other responsibilities, implied or otherwise, under the terms and conditions of this MOU.

VI. SSA RESPONSIBILITIES.

- A. Provide SCHOOL with a format to submit the list of SCHOOL enrolled STUDENTS.
- B. Review STUDENT information provided by SCHOOL and match CalFresh and/or CalWORKs covered STUDENTS by indicating which STUDENTS are benefit recipients for the reporting month.
- C. Provide the matched list to SCHOOL no later than the eighth (8th) business day of each reporting month.
- D. Matched list will be provided by using PDIS, under the terms and conditions in Paragraph VII.

1. SSA shall provide SCHOOL with access and instructions to upload and download files using PDIS.
2. SSA shall respond to SCHOOL inquiries about PDIS within five (5) business days.
3. SCHOOL understands that PDIS is used for the convenience of both parties.

VII. USE OF PDIS

SSA intends to permit SCHOOL the use of PDIS which shall be used solely by employees of SCHOOL while performing their assigned duties pursuant to this MOU and shall remain the property of SSA. SCHOOL shall ensure that each of its employees that have access to PDIS completes information security and computer usage training provided by SSA, and adheres to the provisions of this MOU and any subsequent agreements.

A. The services provided under MOU, including the COUNTY PDIS software on SCHOOL's servers and any COUNTY documentation, are made available for SCHOOL's use "as is" and except as otherwise specifically stated herein, without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

B. COUNTY does not warrant that the COUNTY PDIS software will operate uninterrupted or error-free. In no event shall COUNTY be liable to SCHOOL or any third party, whether in contract, tort, or otherwise for incidental, special, indirect, general, or consequential damage or loss of any nature, including but not limited to loss of business profits, income, loss or use of data, which may arise in connection with this MOU or the use of or inability to use the services, PDIS software and any documentation even if COUNTY had been advised of the possibility of such damages. This clause shall survive failure of an exclusive remedy.

C. COUNTY disclaims all liability for the accuracy and/or completeness

of data, including but not limited to data supplied with the PDIS software or as added or modified by COUNTY or any third party, or data as processed on SCHOOL's or COUNTY's computer network. SCHOOL bears the entire responsibility for its computer network, including SCHOOL's use of the PDIS software, the performance of the services specified in this MOU and the PDIS software and the behavior of the data on either SCHOOL's or COUNTY's computer network.

D. PDIS License Right to Access and Use:

1. COUNTY owns all rights and title in and to PDIS, including, without limitation, the software and any Developments. Developments shall mean all program, upgrades, updates, or other enhancements or modifications to the software, if any, and all documentation or other materials developed and/or delivered by COUNTY in the course of providing technical support or otherwise, under this MOU. SCHOOL agrees that PDIS is the property of the COUNTY and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and SCHOOL agrees that it shall not remove, alter, or obstruct any ownership or use legends that COUNTY places on PDIS. Nothing contained in this MOU shall be construed as granting SCHOOL any rights in or to PDIS, other than the right to use PDIS during term of this MOU and in accordance with this MOU.

2. COUNTY grants to SCHOOL a limited non-exclusive, non-transferable right to access and use the PDIS software, including the software located on SCHOOL's servers and the software provided by COUNTY to SCHOOL, and those services described in this MOU, through SCHOOL's computer(s) for SCHOOL's internal operational use only for the term of this MOU unless otherwise agreed to by COUNTY in writing, and SCHOOL shall perform the applicable implementation

services for the SCHOOL. The PDIS software may only be accessed by an Authorized User. SCHOOL is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the PDIS software available to any third-party.

3. For purposes of this MOU, an "Authorized User" is an individual (i) who is an employee of SCHOOL and (ii) who has been properly issued a valid password that subsequently has not been deactivated pursuant to the terms of this MOU.

4. Access to the PDIS software by Authorized Users is enabled only by passwords to Authorized Users. SCHOOL is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Upon request by SCHOOL, additional Authorized Users' passwords shall be activated by COUNTY.

5. SCHOOL acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of COUNTY's security and data protection process and procedures and, (ii) that COUNTY will rely on SCHOOL utilizing and maintaining proper password control obligations and procedures. In the event that SCHOOL has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, SCHOOL shall promptly notify COUNTY. COUNTY reserves the right to deactivate a compromised password immediately upon notice from SCHOOL without further notice to SCHOOL or the affected Authorized User. COUNTY shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized

Users of the SCHOOL and use of these passwords within SCHOOL's organization in compliance with the terms of this MOU.

E. Trans-Border Data Flow

1. SCHOOL shall not transfer any COUNTY data across a country border. Further, except where SCHOOL obtains COUNTY's express prior written consent, the physical location of SCHOOL's data center where COUNTY Data is stored shall be within the County of Orange.

VIII. CONFIDENTIALITY

A. Both parties understand that SCHOOL may certify STUDENTS in CalFresh households and/or CalWORKs assistance units/families for free school meals by using the California Longitudinal Pupil Achievement Data System (CALPADS), or manually by requesting families to provide the information. However, for the convenience of SCHOOL and to expedite the process, SSA is providing the information through this MOU.

B. SSA and SCHOOL agree to maintain confidentiality of all records pursuant to Welfare and Institution Code (WIC) Sections 827 and 10850-10853, the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP), Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

C. SCHOOL shall limit matched list access to designated employees and not permit any of its volunteers to access any information provided by SSA in accordance with this MOU including, but not limited to, information provided pursuant to Paragraph VI. above. In addition, SCHOOL shall not include any information in STUDENTS' records regarding information provided pursuant to Paragraph VI, above.

D. All records and information concerning any and all persons provided to SCHOOL by SSA or SSA's designee shall be considered and kept confidential by SCHOOL and SCHOOL's employees. SCHOOL shall require all

of its employees who may provide services for SCHOOL under this MOU to sign an agreement with SCHOOL before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or STUDENTS' information provided to SCHOOL by SSA, except as may be required to provide services under this MOU or to those specified in this MOU as having the capacity to audit SCHOOL, and as to the latter, only during such audit. SCHOOL shall comply with any audits specified in Paragraph XIV, and provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.

E. SCHOOL shall inform all of its employees of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

IX. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

B. CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

1. ADMINISTRATOR provides its written approval of the content and publication of the information at least 30 days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State and federal government funds;

3. The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

4. Any commercial product or service; and,

5. Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

C. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

X. INDEMNIFICATION

A. SCHOOL agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ('COUNTY INDEMNITEES') harmless from any claims, demands or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by SCHOOL pursuant to this MOU. If judgment is entered against SCHOOL and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SCHOOL and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, and hold SCHOOL, SCHOOL officers and employees harmless from any claims, demands or liability of any kind or

nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this MOU.

XI. INSURANCE

A. Prior to the provision of services under this MOU, SCHOOL agrees to purchase all required insurance at SCHOOL'S expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. SCHOOL agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with COUNTY during the entire term of this MOU.

B. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000), shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of SCHOOL's current audited financial report. If SCHOOL's SIR is approved, SCHOOL, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:

1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from SCHOOL's employee's performance of this MOU, SCHOOL shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. SCHOOL's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and SCHOOL's SIR provisions shall be interpreted as though SCHOOL was an insurer and COUNTY was the insured.

C. If SCHOOL fails to maintain insurance acceptable to COUNTY for the

full term of this MOU, COUNTY may terminate this MOU.

D. Qualified Insurer:

1. The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.

E. The policy or policies of insurance maintained by SCHOOL shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Network Security & Privacy Liability	1,000,000 per claims made

F. Required Endorsements:

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

1. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured for its vicarious liability.

2. A primary and non-contributing endorsement evidencing that the SCHOOL's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

G. All insurance policies required by this MOU shall waive all rights

of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

H. SCHOOL shall notify COUNTY in writing within thirty (30) days' of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this MOU.

I. If SCHOOL's Network Security and Privacy Liability policy is a "claims made" policy, SCHOOL shall agree to maintain coverage for two (2) years following completion of this MOU.

J. Failure of SCHOOL to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or SSA, will result in a breach of this MOU.

K. COUNTY expressly retains the right to require SCHOOL to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

L. COUNTY shall notify SCHOOL in writing of changes in the insurance requirements. If SCHOOL does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to SCHOOL, and COUNTY shall be entitled to all legal remedies.

M. The procuring of such required policy or policies of insurance shall not be construed to limit SCHOOL's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

XII. SECURITY

A. Security Requirements

1. SCHOOL agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. SCHOOL represents and warrants that it has implemented, and will maintain during the term of this MOU, administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

- a. Storage of confidential paper files that ensures records are secured, handled, transported and destroyed in a manner that prevents unauthorized access.
- b. Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of MOU services.
- c. Control to prevent unauthorized access and to prevent SCHOOL employees from providing COUNTY data to unauthorized individuals.
- d. Firewall protection.
- e. Use of encryption methods of electronic COUNTY data while in transit from SCHOOL networks to external networks, when applicable.
- f. Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not

be altered or corrupted without COUNTY's prior written consent. SCHOOL further represents and warrants that it has implemented, and will maintain during the term of this MOU, administrative, technical, and physical safeguards and controls consistent with state and federal security requirements.

B. Security Breach Notification

1. SCHOOL shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance SCHOOL experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure or acquisition of COUNTY data ("Security Breach"), SCHOOL shall immediately notify COUNTY of its discovery. After such notification, SCHOOL shall, at its own expense, immediately:

a. Investigate to determine the nature and extent of the Security Breach.

b. Contain the incident by, among things, attempting to recover records, revoking access and/or correcting weaknesses in security.

c. Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what SCHOOL has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action SCHOOL has taken or will take to prevent future similar unauthorized use or disclosure.

2. The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions necessary in response to the Security

Breach and who will perform these actions. Actions may include, but are not limited to, notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management and credit monitoring. In the event COUNTY determines SCHOOL will conduct additional action(s), SCHOOL shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, SCHOOL shall reimburse COUNTY for costs associated to legally required actions.

XIII. NOTIFICATIONS OF INCIDENTS, CLAIMS OR SUITS

SCHOOL shall report to SSA:

1. Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against SCHOOL and/or SSA. Such report shall be made in writing within twenty-four (24) hours of occurrence.
2. Any third party claim or lawsuit filed against SCHOOL arising from or relating to services performed by SCHOOL under this MOU. Such report shall be submitted to SSA within twenty-four (24) hours of occurrence.
3. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of SSA property, monies, or securities entrusted to SCHOOL under the term of this MOU. Such report shall be submitted be submitted to COUNTY within twenty-four (24) hours of occurrence.

XIV. RECORDS

With the exception of any client records or other records referenced in Paragraph VIII, to the extent permissible under the law, all records, including but not limited to, reports, audits, notices, claims, statements

and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

XV. PERSONNEL DISCLOSURE

A. SCHOOL shall make available to SSA a current list of all personnel that have access to data contained in the data exchange system, including a brief description of the functions of each position. Changes to the list will be immediately provided to SSA in writing.

B. Where authorized by law, SCHOOL's employment applications shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this MOU.

C. SCHOOL shall immediately notify SSA concerning the arrest and/or subsequent conviction, for offenses other than minor traffic offenses, of any paid employee performing services under this MOU, when such information becomes known to SCHOOL. SSA, in its sole discretion, may determine whether such employee may continue to provide services under this MOU and shall provide notice of such determination to SCHOOL in writing. SCHOOL's failure to comply with SSA's decision shall be deemed a material breach of this MOU.

D. SSA has the right to approve or disapprove all of SCHOOL's staff performing work hereunder and any proposed changes in SCHOOL's staff.

E. SSA shall have the right to require SCHOOL to remove any employee from the performance of services under this MOU. At the request of SSA, SCHOOL shall immediately replace said personnel.

F. SCHOOL shall notify SSA immediately when staff is terminated for cause from working on this MOU.

G. Disqualification, if any, of SCHOOL staff, pursuant to Paragraph XV, shall not relieve SCHOOL of its obligation to complete all work in accordance with the terms and conditions of this MOU.

XVI. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

SCHOOL shall establish a procedure acceptable to SSA to ensure that all employees performing services under this MOU report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. SCHOOL shall require such employee, volunteer, consultant or agent to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements as set forth in Section 15630 of the WIC and will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

XVII. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

SSA: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College, Suite 100
Orange, CA 92868

Santa Ana Unified School District
Attn: Josh Goddard, Assistant Director of Nutrition Services
1601 East Chestnut Ave.

Santa Ana, CA 92701

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. The Parties may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XVIII. RESOLUTION OF CONFLICTS

For resolution of conflicts between SSA and SCHOOL in regards to the provisions of this MOU, the following shall apply:

- Step 1: Conference between the SSA CalFresh or CalWORKs Program Administrative Manager I and the SCHOOL Director of Food Services.
- Step 2: Conference between the SSA CalFresh or CalWORKs Program Administrative Manager II, and the SCHOOL Program Director.
- Step 3: Conference between the SSA Deputy Director of Assistance Program and the SCHOOL President/CEO.

Nothing in this Paragraph limits the rights of the Parties under Paragraph XX.

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XIX. CONFLICT OF INTEREST

- A. SCHOOL shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to SCHOOL and SCHOOL's employees associated with accomplishing the work hereunder.
- B. SCHOOL's efforts shall include, but not be limited to, establishing

precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

XX. TERMINATION

A. SSA may terminate this MOU without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of SCHOOL, discontinuance of the services for reasons within SCHOOL's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that in the reasonable opinion of SSA indicate a willful or reckless disregard for County laws and regulations. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations under this MOU.

B. For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU ("Transition Period"), SCHOOL agrees to cooperate with SSA in the orderly transfer of service responsibilities, active case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to SSA without alteration. SCHOOL also shall assist SSA in extracting and/or transitioning all data in the format determined by SSA.

C. In the event of termination of this MOU, cessation of business by SCHOOL or any other event preventing SCHOOL from continuing to provide services, SCHOOL shall not withhold the SSA data or refuse for any reason, to promptly provide to SSA the SSA data if requested to do so on such

media as reasonably requested by SSA, even if COUNTY is then or is alleged to be in breach of this MOU.

D. The obligations of SSA under this MOU are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of SCHOOL's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA shall immediately terminate or modify this MOU, without penalty. The decision of SSA shall be binding on SCHOOL. SSA shall provide SCHOOL with written notification of such determination. SCHOOL shall immediately comply with SSA's decision.

E. If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or enforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

F. SCHOOL may terminate this MOU without penalty after thirty (30) days written notice.

XXI. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties.

SCHOOL represents and warrants that the person executing this MOU on behalf of and for SCHOOL is an authorized agent who has actual authority to bind SCHOOL to each and every term, condition and obligation of this MOU and that all requirements of SCHOOL have been fulfilled to provide such actual authority.

XXII. GENERAL PROVISIONS

A. Nothing herein contained shall be construed as creating the

relationship of employer and employee, or principal and agent, between SSA and any participant participating in this program, or any of SCHOOL's agents or employees.

B. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

C. This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

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WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: _____

Debra J. Baetz, Director
County of Orange
Social Services Agency

Dated: _____

By: _____

Manoj Roychowdhury,
Assistant Superintendent, Business
Svcs.
Santa Ana Unified School District

Dated: _____

Approved As To Form
SSA Counsel
County of Orange, California

By: _____

Deputy

Dated: _____

9. APPROVAL OF CONSENT CALENDAR

Subject	9.13 Approval/Ratification of Listing of Grant Award Applications with Santa Ana Unified School District for 2019-20 School Year
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	No fiscal impact.
Recommended Action	Approve/ratify the listing of grant award applications with Santa Ana Unified School District for the 2019-20 school year.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07010 Purchasing Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval/Ratification of Listing of Grant Award Applications with Santa Ana Unified School District for 2019-20 School Year

ITEM: Consent

SUBMITTED BY: Manoj Roychowdhury, Assistant Superintendent, Business Services

ITEM SUMMARY:

- Grant Award Applications for the 2019-20 school year

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of listing of grant award applications with Santa Ana Unified School District for 2019-20 school year.

RATIONALE:

Additionally, these grants will provide students educational programs and provide professional development to improve student achievement.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve/ratify the listing of grant award applications with Santa Ana Unified School District for the 2019-20 school year.

File Attachments

10.22.19 Grant Awards Listing.pdf (470 KB)

PD - Commission on Teacher Credential - Classified Grant Award - \$80,000 Starts 07.01.19 Ends 06.30.20.pdf (1,666 KB)

CTE - Middle School Foundation Academies Implementation Grant - \$50,000 Starts 07.01.19 Ends 06.30.20.pdf (1,983 KB)

CTE - Strengthening Career and Technical Education for the 21st Century Act - \$578,046 Starts 07.01.19 Ends 06.30.20.pdf (1,635 KB)

TL - SAPSF - Soccer Pathway Grant Agreement_\$150,000 Starts 07.01.19 Ends 06.30.22.pdf (151 KB)

2019-20 Annual Grant Award Applications

October 22, 2019

Grant Awards Recommended for Board Approval

#	GRANTOR	DEPARTMENT	DESCRIPTION	GRANT START DATE	GRANT END DATE	AMOUNT
1	California Commission on Teacher Credentialing	Classified Professional Development	Classified employees of SAUSD who are in the process of earning a teaching credential may get reimbursed up to \$3,000 for related expenses.	7/1/2019	6/30/2020	\$80,000.00
2	California Department of Education	Career Technical Education	The Middle School Foundation Academies Implementation Grant provides one time funds of \$50,000 for Carr Intermediate School to complete program implementation for the Business Management Pathway that was developed during the 2018/2019 school year. The funding resources for this grant concept request comes from the Proposition 98 - Career Technical Education Initiative that was included in the 2017-18 State budget. The program aims to establish Middle School Foundation Academies to prepare students for acceptance into a California Partnership Academies at the local high school.	7/1/2019	6/30/2020	\$50,000.00
3	California Department of Education	Career Technical Education	The Strengthening Career and Technical Education for the 21st Century Act provides funds of \$578,406 for CTE equipment and resources for our intermediate and high schools. The grant allocation is part of the state's Vocational Education Basic Grant Award from the U.S. Department of Education under the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), previously known as the Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV).	7/1/2019	6/30/2020	\$578,046.00
4	Santa Ana Public Schools Foundation	Teaching & Learning - Athletics	Provides \$50,000 for 3 years to support the La Academia Soccer Pathway, which seeks to support Santa Ana student athletes by providing intensified academic intervention & support along with access to club level soccer teams. The pathway will be piloted in 2019-20 at Jackson and Carr with the plan to expand to 12 teams across 6 schools in the initial 3 years of the program. The grant will fund uniforms, league fees, tournament fees, field trip fees, etc.	7/1/2019	6/30/2022	\$150,000.00

Total \$858,046.00



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 (916) 324-8002 Fax (916) 324-8927
www.ctc.ca.gov Professional Services Division

September 19, 2019

Dear Classified Grant Award Recipient:

We hope the 2019-20 academic year is off to a great start and we want to remind you that you can always contact us for assistance or guidance. The Commission on Teacher Credentialing is pleased to notify you that your Year Two Budget Form for the Classified School Employee Teacher Credentialing Program has been processed and we will issue fall disbursements for 2019-20 (Year Three) by November, pending receipt of your signed Year Three Grant Agreement Contract (GAC).

Your grant allocation and disbursement amounts for 2019-20 are shown in the table below. As a reminder, funds are disbursed two times during the year, with 50% of the allocation disbursed in the fall, and 50% disbursed in the spring. Please note that a fall grant distribution will not be sent if your unspent grant funds from 2018-19 exceed 50% of your total grant award. The Commission adjusts disbursement amounts to account for unspent grant funds from the previous year. This means that a grant recipient's 2019-20 allocation will include unspent monies from 2018-19 and the Commission's fall and spring disbursements which, in sum, should total the annual grant award based on the final allocation of participant slots. Should you have questions, please email us at ClassifiedGrants@ctc.ca.gov.

Santa Ana USD (C305)	
2017-18	
Participant slots	20
Annual grant award based on final allocation of slots	\$80,000.00
Grant funds spent in 2017-18	\$32,953.14
Unspent funds	\$47,046.86
2018-19	
Unspent funds 2017-18	\$47,046.86
Fall grant allocation (50% of annual grant award)*	\$0.00
Spring grant allocation (50% of annual grant award)*	\$32,953.14
Total grant funds for 2018-19	\$80,000.00
*Note that Year 2 fall and/or spring allocations are adjusted to account for unspent funds from 2017-18	

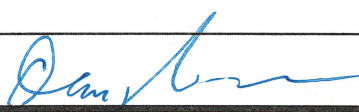
2019-20	
Unspent funds 2018-19	\$0.00
Fall grant allocation (50% of annual grant award)*	\$40,000.00
Spring grant allocation (50% of annual grant award)*	\$40,000.00
Total grant funds for 2019-20	\$80,000.00
*Note that Year 3 fall and/or spring allocations are adjusted to account for unspent funds from 2018-19	

Sincerely,

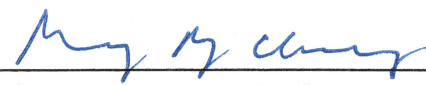


Mary Vixie Sandy
Executive Director



PROGRAM INFORMATION	
Program Name Santa Ana Unified School District	Grant Number C305
Program Director Omar Ezzeldine, Ed.D.	Phone 714-558-5672
Program Address 1601 East Chestnut Avenue Santa Ana, CA 92701	Fax 714-558-5670
	Email omar.ezzeldine@sausd.us
	County Orange
PROGRAM DIRECTOR SIGNATURE 	DATE 9/23/19

AWARD INFORMATION				
TERM OF GRANT AGREEMENT	TOTAL GRANT	UNSPENT FY18-19 FUNDS	Payment 1 (50%)	Payment 2 (50%)
07/01/19 - 06/30/20	80,000	0	40,000	40,000
PROGRAM CATEGORY (CODE & TITLE) 5388 - Classified School Employee Grant			RESOURCE CODE 0000	REVENUE ACCOUNT 4524000
ITEM 63602010-0001	AUTHORIZING STATUTE Education Code §44259.1		FISCAL YEAR 2019-2020	
COMMISSION PROGRAM CONSULTANT Cara Mendoza	PHONE NUMBER (916)-324-8001	EMAIL ADDRESS ClassifiedGrants@ctc.ca.gov		
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated within this section.				
Commission on Teacher Credentialing Signature			DATE	

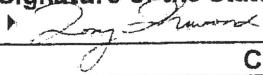
FISCAL AGENT INFORMATION	
Fiscal Agent Manoj Roychowdhury	Title Assistant Sup., Business Svcs
Organization Name/Mailing Address Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701	Email Manoj.Roychowdhury@sausd.us
	Phone 714-558-5895
	Fax 714-558-5601
Contact person for daily operations OMAR EZZELDINE	Phone 714-558-5672
	Email omar.ezzeldine@sausd.us
Signature below indicates acceptance of the grant award and an agreement to abide by the grant award conditions as described in the Grant Award Terms and Conditions Document.	
FISCAL AGENT SIGNATURE 	Date 9/23/19

Return 3 completed forms with 3 original signatures to:

MAIL TO:

Funded Programs, Fiscal and Business Services
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213

Grant Award Notification

GRANTEE NAME AND ADDRESS Stefanie Phillips, Superintendent Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				19	25220	66670	00
Attention Stefanie Phillips, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office				Resource Code	Revenue Object Code	30	
Telephone 714-241-6597				6385	8590	INDEX	
Name of Grant Program Middle School Foundation Academies Implementation Grant							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$50,000		\$50,000		07/01/2019	06/30/2020	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
I am pleased to inform you that you have been funded for the Middle School Foundation Academies Planning Grant at Carr Intermediate School.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
Tonika Washington, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95914-5901							
California Department of Education Contact Teri Alves				Job Title Education Programs Consultant			
E-mail Address talves@cde.ca.gov					Telephone 916-322-0374		
Signature of the State Superintendent of Public Instruction or Designee 					Date September 10, 2019		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Manoj Roychowdhury				Title Assistant Superintendent, Business Services			
E-mail Address manoj.roychowdhury@sauusd.us					Telephone 714-558-5895		
Signature 					Date 9/25/19		

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for expenditures aligned with the grantee's Middle School Foundation Academies Planning Grant Application. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.
4. The grantee must limit administrative indirect costs to the rates approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - a. Ninety percent of the total grant funds will be disbursed upon receiving the signed AO-400.
 - b. Ten percent of the total grant funds will be disbursed upon receipt of the Midterm Progress Report due December 12, 2019.
6. Final Project Report is due July 17, 2020.
7. The End-of-Project (EOP) Expenditure Report is due on August 14, 2020.
8. If 2020–21 Middle School Foundation implementation funds become available, there will be no future implementation funding awarded to grantee without the required reporting submissions.
9. At least two key staff member from the Middle Grades Academy are required to attend the California Partnership Academy (CPA) Conference to be held February 27–29, 2020, at the Long Beach Convention Center. These funds can be used for that purpose.
10. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other CPA sites.

If you have any questions regarding the Middle School Foundation Academies Planning Grant requirements, please contact Teri Alves, Education Programs Consultant, High School Innovations and Initiatives Office (HSIIIO), by phone at 916-322-0374 or by email at talves@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Tonika Washington, Associate Governmental Program Analyst, HSIIIO, by phone at 916-445-1710 or by email at twashington@cde.ca.gov.

RECEIVED

SEP 18 2019

Grant Award Notification

SUPERINTENDENT'S OFFICE

GRANTEE NAME AND ADDRESS Stefanie Phillips, District Superintendent Santa Ana Unified 1601 East Chestnut Avenue Santa Ana, CA 92701-6322				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				19	14894	66670	00
Attention Stefanie Phillips				STANDARDIZED ACCOUNT CODE			COUNTY
Program Office Office of the Superintendent				Resource Code	Revenue Object		30
Telephone 714-558-5501				3550	8290		INDEX
Name of Grant Program Strengthening Career and Technical Education for the 21 st Century Act							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$578,046		\$578,046		July 1, 2019	June 30, 2020	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.048	V048A190005	Strengthening Career and Technical Education for the 21 st Century Act				Department of Education	
<p>I am pleased to inform you that you have been funded for the Strengthening Career and Technical Education for the 21st Century Act.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Rose Robertson, Associate Governmental Program Analyst Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Bryan Baker				Job Title Education Programs Consultant			
E-mail Address BBaker@cde.ca.gov						Telephone 916-319-9224	
Signature of the State Superintendent of Public Instruction or Designee 						Date July 22, 2019	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>							
Printed Name of Authorized Agent Manoj Roychowdhury				Title Assistant Supt., Business Svcs.			
E-mail Address manoj.roychowdhury@sausd.us						Telephone (714) 558-5895	
Signature 						Date 9/18/19	

ANA PUBLIC SCHOOLS FOUNDATION

Santa Ana Public Schools Foundation and Santa Ana Unified School District

This Memorandum of Understanding (MOU) defines the relationship between Santa Ana Public Schools Foundation (SAPSF) and the Santa Ana Unified School District relating to the disbursement of foundation funds from the SAPSF in support of La Academia Soccer Pathway Program.

The SAPSF will provide resources for the La Academia Soccer Program in the amount of \$50,000.00 for each of three academic years totaling \$150,000.00.

Resources shall be utilized for the following program expenses:

Description	'19-20 All levels	'20-21 All levels	'21-22 All levels
League Fees	\$6,000	\$5,400	\$7,200
Tournaments	\$16,000	\$24,000	\$32,000
Referee Fees	\$8,000	\$12,000	\$16,000
Uniforms	\$12,800	\$6,400	\$19,200
Field Trips	\$7,200	\$7,200	\$12,000
Total Sponsor	\$50,000	\$50,000	\$50,000

1. FISCAL OVERSIGHT AGREEMENT

This fiscal oversight agreement is made by and between the Santa Ana Public Schools Foundation ("Sponsor")(SAPSF) and the Santa Ana Unified School District. Sponsor is a California non-profit corporation located in Santa Ana, California, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC") and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). EIN ID #27-321001. Address is 1601 East Chestnut Avenue, Santa Ana, CA 9201. Contact representative is CFO Janelle McLoughlin, (714) 534-2722; email Janellemcloughlin@gmail.com.

2. PAYMENT OF \$50,000 ANNUALLY

The Board of the Santa Ana Public Schools Foundation approved on August 9, 2019, a three year commitment of \$50,000 per year for a total of \$150,000. Payment of \$50,000 at time of approved signed agreement will be made by the Foundation to the SAUSD coded account for the SAUSD La Academia Soccer Pathway Program for school year

2019-2020. Upon confirmation that parties have met the agreement stipulations, payment will be made annually beginning JULY 2020 for school year 2020-2021 and JULY 2021 for school year 2021-2022.

3. PARENT DONATIONS

Parent donations will be accepted by the foundation on behalf of La Academia Soccer Pathway and categorized separately in a SAPSF QuickBooks accounting. Parent donations must be marked with the term "Parent Donation- La Academia Soccer Pathway". Donations will be reported quarterly to La Academia Soccer Pathway Program representatives. Authorized program representatives may access parent donations for miscellaneous expenses via SAPSF check request form by the 15th of each month. Checks will be issued to the program representative within 10 days. Parent donations will not be used towards the \$50,000 annual SAPSF contribution.

4. SAPSF FUNDRAISING

The SAPSF will promote La Academia Soccer Pathway Program to procure additional funds for the foundation, with the understanding that these funds are a contribution towards the Foundation's commitment to La Academia Soccer Pathway Program. These additional funds are at the discretion and not in addition to the original commitment of the Board of the Santa Ana Public Schools Foundation.

5. STEWARDS OF PROGRAM GRANTS AND DONATIONS

The SAPSF will serve as the recipient of grants and donations for the program, but must have a partnership with the SAUSD to report and monitor. Each grant or donation will be handled on an individual basis. Any costs incurred or matching funds will not be compensated nor matched by the SAPSF.

6. SERVICES TO BE PROVIDED BY SAUSD

In exchange for the award, SAUSD agrees to the following:

- (a) SAUSD will ensure that La Academia Soccer Pathway Program is accessible to boys and girls.
- (b) SAUSD will issue a joint press release announcing the sponsorship of the program upon approval of this MOU.
- (c) SAUSD will co-brand La Academia Soccer Pathway materials and uniforms, as sponsored by the SAPSF
- (d) SAUSD will provide recognition of the program partnership at least 3 times per academic year at District-wide events or through district distribution of co-branded marketing materials
- (e) SAUSD will provide documentation and recording of success with quarterly photos, video clips, recording/tracking of numbers of students served
- (f) SAUSD will provide a year-end report by June 30, at a Santa Ana Public Schools Foundation Board Meeting

Signed:



Robert L. Richardson

Date: 10/10/19

President Santa Ana Public Schools Foundation

1601 East Chestnut Avenue • Santa Ana, California 92701-6322 •

www.santaanapublicschoolsfoundation.org

Donations are tax deductible 501(c)3 non-profit organization. Federal ID #27-3210071

Valerie Amezcua

Date:

President

Santa Ana Unified School District Governing Board

9. APPROVAL OF CONSENT CALENDAR

Subject	9.14 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 25, 2019 through October 8, 2019
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	No fiscal impact.
Recommended Action	Ratify Purchase Order Summary Report and Detailed Purchase Order Listing of all purchase orders created during the period of September 25, 2019 through October 8, 2019.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07010 Purchasing Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 25, 2019 through October 8, 2019

ITEM: Consent

SUBMITTED BY: Manoj Roychowdhury, Assistant Superintendent, Business Services

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

ITEM SUMMARY:

- Snapshot of purchase orders issued between September 25, 2019 through October 8, 2019
- Board Policy 3300
- Education Code 17604

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary Report and Detailed Purchase Order Listing for all purchase orders created during the period of September 25, 2019 through October 8, 2019. **The Board through individual agenda items has previously approved purchase orders for contracts over \$25,000.**

RATIONALE:

The Purchase Order Summary Report provides a summary of all purchase orders created during the period of September 25, 2019 through October 8, 2019 by funding source. The Detailed Purchase Order Listing Report lists each individual purchase order created by vendor for the period of September 25, 2019 through October 8, 2019. Board Policy 3300 and Education Code 17604 specifically authorizes the Board to delegate signature authority on behalf of the District to the District Superintendent or designee. Such delegation of signature authority serves to expedite the financial transactions or any other contract.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Ratify Purchase Order Summary Report and Detailed Purchase Order Listing of all purchase orders created during the period of September 25, 2019 through October 8, 2019.

File Attachments

[P.O. Summary.pdf \(627 KB\)](#)

[P.O. Listing.pdf \(776 KB\)](#)



Santa Ana Unified School District

Alan Rasmussen, Ed.D.

Richard Tauer

Interim Co-Superintendents of Schools

Date: October 8, 2019

To: Alan Rasmussen, Ed.D., Interim Co-Superintendent
Richard V. Tauer, Interim Co-Superintendent

From: Manoj Roychowdhury, Assistant Superintendent, Business Service

Subject: Purchase Order Summary: From 25-SEP-2019 through 8-OCT-2019

Fund 01	010000 Fund 01 General Fund	\$ 18,981.79
Fund 01	010030 Unrestricted Discretionary Accounts	\$ 134,136.89
Fund 01	010031 Unrestricted One-time Funds	\$ 30,062.24
Fund 01	010032 Civic Center Rental Fees	\$ 2,542.26
Fund 01	010039 One-Time Carryover Funds	\$ 4,049.38
Fund 01	010042 WASC (was FdRes 010031)	\$ 241.77
Fund 01	010053 SC-Family and Community Engagement (was Wellness Center)	\$ 44,873.32
Fund 01	010300 Department Unrestricted Discretionary Accounts	\$ 112,082.32
Fund 01	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	\$ 10,404.26
Fund 01	010703 SC-LCFF-Supplemental/Concentration	\$ 84,491.78
Fund 01	010704 SC-Dept. LCFF-Supplemental/Concentration	\$ 248,943.98
Fund 01	010722 SpEd Pupil Transportation	\$ 5,500.00
Fund 01	010723 SC-Pupil Transportation (7230/7240)	\$ 5,000.00
Fund 01	010724 Classified School Employee Grant	\$ 307.72
Fund 01	010730 SC-Early Learning (PreK-gr 6)	\$ 61,363.75
Fund 01	010731 SC-LCFF-Supplemental/Concentration - One-time Funds	\$ 4,459.59
Fund 01	010732 SC-SanArts	\$ 8,817.17
Fund 01	010735 SC-Mental Health Redesign (Elementary)	\$ 21,071.69
Fund 01	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	\$ 62,661.48
Fund 01	010910 SC-Technology Refresh	\$ 99,090.70
Fund 01	010989 Third Party Reimbursement	\$ 2,145.04
Fund 01	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 447,326.39
Fund 01	013182 ESSA: CSI LEA funding	\$ 70,890.00
Fund 01	013315 Special Ed: IDEA Preschool Grants,	\$ 2,147.11
Fund 01	013550 Carl D Perkins Section 131 Career and Technical Education act of 1998	\$ 20,271.77
Fund 01	014035 Title II-Part A Improving Teacher Quality	\$ 15,200.47
Fund 01	014127 ESEA (ESSA) Title IV, Part A, Student Support and Academic Enrichment Grants	\$ 11,347.14
Fund 01	014203 Title III Limited English Proficiency LEP Student Program	\$ 345,001.90
Fund 01	015210 Head Start	\$ 11,649.74
Fund 01	015630 Education for Homeless Children and Youth	\$ 610.82
Fund 01	015640 Medi-Cal Billing Option	\$ 24,157.34
Fund 01	015868 21st Century ASSETS (roll-up 4124)	\$ 338.92
Fund 01	016010 After School Education and Safety (ASES)	\$ 8,836.20

BOARD OF EDUCATION

Valerie Amezcua, President • Rigo Rodriguez, Ph.D., Vice President

Alfonso Alvarez, Ed.D., Clerk • John Palacio, Member

Fund 01	016300 Lottery: Instructional Materials	\$ 6,658.14
Fund 01	016387 CTE Incentive Grant Program	\$ 30,462.45
Fund 01	016500 Special Education	\$ 38,700.99
Fund 01	016512 Special Ed: Mental Health Services	\$ 121.58
Fund 01	016515 Special Ed: Infant Discretionary Fund (frm 3330)	\$ 5,051.77
Fund 01	018150 Ongoing & Major Maintenance Account	\$ 240,967.88
Fund 01	019100 ASCIP Loss Control Grant	\$ 27,500.00
Fund 01	019159 PLTW (Project Lead The Way, Inc.)	\$ 1,200.00
Fund 01	019168 Circulos	\$ 2,400.00
Fund 01	019993 Donations-Speech and Debate	\$ 3,418.43
Fund 01	019996 Fundraiser (Non ASB-PTA Deposits)	\$ 2,331.81
Fund 01	019999 Donations (Miscellaneous)	\$ 3,415.41
Grand Total:		\$ 2,281,233.39

Fund 09	090030 Fund 09 Discretionary Accounts	\$ 2,049.28
Grand Total:		\$ 2,049.28

Fund 12	126105 Child Development: CA State Preschool Program	\$ 3,123.33
Grand Total:		\$ 3,123.33

Fund 13	135310 Child Nutrition: School Programs	\$ 15,702.29
Grand Total:		\$ 15,702.29

Fund 14	140000 Fund 14 Deferred Maintenance Fund	\$ 5,183.79
Grand Total:		\$ 5,183.79

Fund 22	229059 Fund 22 Measure I Series A 2018 GO Bond, Series A	\$ 29,750.00
Grand Total:		\$ 29,750.00

Fund 25	259000 Fund 25 Community Redevelopment Funds	\$ 93,950.00
Fund 25	259157 Fund 25 City Santa Ana Redevelopment	\$ 165,827.64
Grand Total:		\$ 259,777.64

Fund 35	357710 Fund 35 OPSC School Facilities Bond Projects	\$ 6,725.00
Grand Total:		\$ 6,725.00

Fund 40	400000 Fund 40 Special Reserve Fund for Capital Outlay Projects	\$ 80,000.00
Fund 40	409036 Fund 40 Kitchen Remodeling	\$ 3,480.94
Grand Total:		\$ 83,480.94

Fund 49	499010 Fund 49 Misc	\$ 855.53
Grand Total:		\$ 855.53

Fund 68	680000 Fund 68 Workers' Compensation	\$	50,551.07
		Grand Total:	\$ 50,551.07

Fund 81	810000 Fund 81 Property & Liability	\$	1,284.96
		Grand Total:	\$ 1,284.96

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

Fund 01

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
A.M. MOBILE WELDING, INC. dba ROHM MACHINE & WELDING	414366	30-Sep-2019	WELDING SERVICES	018150 Ongoing & Major Maintenance Account	Building Services	\$ 546.00
ACHIEVE3000, INC. / SMARTY ANTS, INC.	414200	26-Sep-2019	ON LINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	King Elementary	\$ 4,545.00
ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST	414586	02-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Services	\$ 8,670.34
AERIES SOFTWARE, INC. dba EAGLE SOFTWARE	414815	07-Oct-2019	CONFERNECE	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 100.00
AERIES SOFTWARE, INC. dba EAGLE SOFTWARE	414782	07-Oct-2019	CONSULTANT	010300 Department Unrestricted Discretionary Accounts	Technology Innovation Services	\$ 5,000.00
ALGY	414750	07-Oct-2019	VAPA SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 548.41
AMAZON CAPITAL SERVICES, INC.	414793	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Adams Elementary	\$ 75.38
AMAZON CAPITAL SERVICES, INC.	414068	25-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 2,042.12
AMAZON CAPITAL SERVICES, INC.	414072	25-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 40.41
AMAZON CAPITAL SERVICES, INC.	414164	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 4,539.14
AMAZON CAPITAL SERVICES, INC.	414169	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 106.35
AMAZON CAPITAL SERVICES, INC.	414190	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 75.38
AMAZON CAPITAL SERVICES, INC.	414324	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 113.60
AMAZON CAPITAL SERVICES, INC.	414326	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 326.66
AMAZON CAPITAL SERVICES, INC.	414515	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 346.54
AMAZON CAPITAL SERVICES, INC.	414791	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 2,361.19
AMAZON CAPITAL SERVICES, INC.	414848	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 269.48
AMAZON CAPITAL SERVICES, INC.	414863	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 69.91

Fund 01

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414332	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carr Intermediate	\$ 2,045.07
AMAZON CAPITAL SERVICES, INC.	414499	01-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carr Intermediate	\$ 516.31
AMAZON CAPITAL SERVICES, INC.	414680	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carr Intermediate	\$ 565.20
AMAZON CAPITAL SERVICES, INC.	414399	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carver Elementary	\$ 32.75
AMAZON CAPITAL SERVICES, INC.	414539	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016010 After School Education and Safety (ASES)	Carver Elementary	\$ 146.78
AMAZON CAPITAL SERVICES, INC.	414261	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	019999 Donations (Miscellaneous)	Century High	\$ 152.89
AMAZON CAPITAL SERVICES, INC.	414535	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Century High	\$ 27.80
AMAZON CAPITAL SERVICES, INC.	414686	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	015210 Head Start	Child Development	\$ 196.21
AMAZON CAPITAL SERVICES, INC.	414677	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Davis Elementary	\$ 173.25
AMAZON CAPITAL SERVICES, INC.	414786	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Davis Elementary	\$ 279.51
AMAZON CAPITAL SERVICES, INC.	414603	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Edison Elementary	\$ 29.46
AMAZON CAPITAL SERVICES, INC.	414683	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Edison Elementary	\$ 20.18
AMAZON CAPITAL SERVICES, INC.	414684	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Edison Elementary	\$ 24.90
AMAZON CAPITAL SERVICES, INC.	414795	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Edison Elementary	\$ 19.08
AMAZON CAPITAL SERVICES, INC.	414137	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 106.88
AMAZON CAPITAL SERVICES, INC.	414253	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 84.87
AMAZON CAPITAL SERVICES, INC.	414393	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,586.96
AMAZON CAPITAL SERVICES, INC.	414422	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 109.03

Fund 01

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414428	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 360.49
AMAZON CAPITAL SERVICES, INC.	414679	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,601.99
AMAZON CAPITAL SERVICES, INC.	414219	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Esqueda Elementary	\$ 34.06
AMAZON CAPITAL SERVICES, INC.	414252	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Esqueda Elementary	\$ 984.30
AMAZON CAPITAL SERVICES, INC.	414256	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Esqueda Elementary	\$ 705.85
AMAZON CAPITAL SERVICES, INC.	414395	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Esqueda Elementary	\$ 302.30
AMAZON CAPITAL SERVICES, INC.	414397	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Esqueda Elementary	\$ 48.04
AMAZON CAPITAL SERVICES, INC.	414531	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Esqueda Elementary	\$ 32.19
AMAZON CAPITAL SERVICES, INC.	414558	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Fairview Warehouse	\$ 39.66
AMAZON CAPITAL SERVICES, INC.	414590	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Fairview Warehouse	\$ 32.36
AMAZON CAPITAL SERVICES, INC.	414263	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Garfield Elementary	\$ 698.87
AMAZON CAPITAL SERVICES, INC.	414593	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Garfield Elementary	\$ 158.94
AMAZON CAPITAL SERVICES, INC.	414771	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Garfield Elementary	\$ 2,012.17
AMAZON CAPITAL SERVICES, INC.	414184	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Greenville Fundamental Elem	\$ 336.36
AMAZON CAPITAL SERVICES, INC.	414678	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Greenville Fundamental Elem	\$ 29.49
AMAZON CAPITAL SERVICES, INC.	414845	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Greenville Fundamental Elem	\$ 31.03
AMAZON CAPITAL SERVICES, INC.	414864	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Greenville Fundamental Elem	\$ 592.09
AMAZON CAPITAL SERVICES, INC.	414406	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016010 After School Education and Safety (ASES)	Harvey Elementary	\$ 174.79

Fund 01

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414510	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Health/Home-Hospital Instr	\$ 24.11
AMAZON CAPITAL SERVICES, INC.	414798	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Health/Home-Hospital Instr	\$ 43.15
AMAZON CAPITAL SERVICES, INC.	414404	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Heninger Elementary	\$ 380.06
AMAZON CAPITAL SERVICES, INC.	414504	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 112.75
AMAZON CAPITAL SERVICES, INC.	414511	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 96.45
AMAZON CAPITAL SERVICES, INC.	414624	03-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 47.96
AMAZON CAPITAL SERVICES, INC.	414637	03-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 312.62
AMAZON CAPITAL SERVICES, INC.	414637	03-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Heninger Elementary	\$ 728.50
AMAZON CAPITAL SERVICES, INC.	414844	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 906.42
AMAZON CAPITAL SERVICES, INC.	414402	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Heroes Elementary	\$ 386.43
AMAZON CAPITAL SERVICES, INC.	414076	25-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Jackson Elementary	\$ 146.93
AMAZON CAPITAL SERVICES, INC.	414394	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Jackson Elementary	\$ 1,150.66
AMAZON CAPITAL SERVICES, INC.	414667	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016010 After School Education and Safety (ASES)	Jackson Elementary	\$ 470.91
AMAZON CAPITAL SERVICES, INC.	414525	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Kennedy Elementary	\$ 232.86
AMAZON CAPITAL SERVICES, INC.	414541	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Kennedy Elementary	\$ 28.39
AMAZON CAPITAL SERVICES, INC.	414767	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Kennedy Elementary	\$ 111.32
AMAZON CAPITAL SERVICES, INC.	414262	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Lathrop Intermediate	\$ 218.49
AMAZON CAPITAL SERVICES, INC.	414519	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Lathrop Intermediate	\$ 32.15

Fund 01

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414258	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Lincoln Elementary	\$ 378.62
AMAZON CAPITAL SERVICES, INC.	414875	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lincoln Elementary	\$ 18.00
AMAZON CAPITAL SERVICES, INC.	414074	25-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Lowell Elementary	\$ 313.20
AMAZON CAPITAL SERVICES, INC.	414077	25-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Lowell Elementary	\$ 278.90
AMAZON CAPITAL SERVICES, INC.	414354	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	019996 Fundraiser (Non ASB-PTA Deposits)	MacArthur Fundamental Intern	\$ 568.95
AMAZON CAPITAL SERVICES, INC.	414367	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 98.46
AMAZON CAPITAL SERVICES, INC.	414398	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 24.51
AMAZON CAPITAL SERVICES, INC.	414533	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 19.64
AMAZON CAPITAL SERVICES, INC.	414534	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 32.47
AMAZON CAPITAL SERVICES, INC.	414681	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 45.86
AMAZON CAPITAL SERVICES, INC.	414188	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Madison Elementary	\$ 458.30
AMAZON CAPITAL SERVICES, INC.	414189	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Madison Elementary	\$ 260.45
AMAZON CAPITAL SERVICES, INC.	414671	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Madison Elementary	\$ 107.88
AMAZON CAPITAL SERVICES, INC.	414817	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Madison Elementary	\$ 112.48
AMAZON CAPITAL SERVICES, INC.	414260	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	McFadden Intermediate	\$ 218.46
AMAZON CAPITAL SERVICES, INC.	414672	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	McFadden Intermediate	\$ 448.64
AMAZON CAPITAL SERVICES, INC.	414453	01-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 2,249.27
AMAZON CAPITAL SERVICES, INC.	414343	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	019999 Donations (Miscellaneous)	Middle College High	\$ 589.49

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414349	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Middle College High	\$ 218.13
AMAZON CAPITAL SERVICES, INC.	414507	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Middle College High	\$ 33.02
AMAZON CAPITAL SERVICES, INC.	414407	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Mitchell Child Development	\$ 113.05
AMAZON CAPITAL SERVICES, INC.	414392	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010989 Third Party Reimbursement	Monroe Elementary	\$ 21.81
AMAZON CAPITAL SERVICES, INC.	414306	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 74.19
AMAZON CAPITAL SERVICES, INC.	414882	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Muir Fundamental Elem	\$ 81.77
AMAZON CAPITAL SERVICES, INC.	414754	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Pio Pico Elementary	\$ 930.69
AMAZON CAPITAL SERVICES, INC.	414505	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Pupil Support Services	\$ 77.09
AMAZON CAPITAL SERVICES, INC.	414626	03-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010735 SC-Mental Health Redesign (Elementary)	Pupil Support Services	\$ 1,060.76
AMAZON CAPITAL SERVICES, INC.	414675	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	015630 Education for Homeless Children and Youth	Pupil Support Services	\$ 150.83
AMAZON CAPITAL SERVICES, INC.	414868	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Pupil Support Services	\$ 447.91
AMAZON CAPITAL SERVICES, INC.	414506	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Reach Academy	\$ 314.64
AMAZON CAPITAL SERVICES, INC.	414589	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	Research and Evaluation	\$ 587.84
AMAZON CAPITAL SERVICES, INC.	414205	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Roosevelt Elementary	\$ 71.58
AMAZON CAPITAL SERVICES, INC.	414209	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Roosevelt Elementary	\$ 51.85
AMAZON CAPITAL SERVICES, INC.	414622	03-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016010 After School Education and Safety (ASES)	Roosevelt Elementary	\$ 1,150.10
AMAZON CAPITAL SERVICES, INC.	414818	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Roosevelt Elementary	\$ 387.84
AMAZON CAPITAL SERVICES, INC.	414365	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Saddleback High	\$ 686.39

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414800	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 200.29
AMAZON CAPITAL SERVICES, INC.	414378	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 162.78
AMAZON CAPITAL SERVICES, INC.	414405	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 393.19
AMAZON CAPITAL SERVICES, INC.	414516	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 16.37
AMAZON CAPITAL SERVICES, INC.	414554	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 19.52
AMAZON CAPITAL SERVICES, INC.	414665	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 487.96
AMAZON CAPITAL SERVICES, INC.	414669	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Santiago Elementary	\$ 243.24
AMAZON CAPITAL SERVICES, INC.	414784	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 147.05
AMAZON CAPITAL SERVICES, INC.	414787	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 70.91
AMAZON CAPITAL SERVICES, INC.	414794	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 196.60
AMAZON CAPITAL SERVICES, INC.	414804	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 56.79
AMAZON CAPITAL SERVICES, INC.	414867	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 29.97
AMAZON CAPITAL SERVICES, INC.	414664	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	School Climate	\$ 42.37
AMAZON CAPITAL SERVICES, INC.	414768	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Secondary Curriculum & Instruction	\$ 449.38
AMAZON CAPITAL SERVICES, INC.	414759	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Seegerstrom High	\$ 68.82
AMAZON CAPITAL SERVICES, INC.	414211	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Taft Elementary	\$ 25.85
AMAZON CAPITAL SERVICES, INC.	414211	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016515 Special Ed: Infant Discretionary Fund (frm 3330)	Taft Elementary	\$ 704.14
AMAZON CAPITAL SERVICES, INC.	414259	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 62.11

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414373	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Taft Elementary	\$ 71.48
AMAZON CAPITAL SERVICES, INC.	414401	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 129.31
AMAZON CAPITAL SERVICES, INC.	414509	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 16.92
AMAZON CAPITAL SERVICES, INC.	414538	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 32.63
AMAZON CAPITAL SERVICES, INC.	414687	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 35.89
AMAZON CAPITAL SERVICES, INC.	414360	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 986.64
AMAZON CAPITAL SERVICES, INC.	414403	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 550.68
AMAZON CAPITAL SERVICES, INC.	414500	01-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Thorpe Fundamental Elem	\$ 256.41
AMAZON CAPITAL SERVICES, INC.	414537	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Thorpe Fundamental Elem	\$ 32.75
AMAZON CAPITAL SERVICES, INC.	414802	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 196.60
AMAZON CAPITAL SERVICES, INC.	414874	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 327.73
AMAZON CAPITAL SERVICES, INC.	414876	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Valley High	\$ 327.73
AMAZON CAPITAL SERVICES, INC.	414877	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 119.89
AMAZON CAPITAL SERVICES, INC.	414676	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Villa Fundamental Intern	\$ 72.05
AMAZON CAPITAL SERVICES, INC.	414789	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Villa Fundamental Intern	\$ 183.50
AMAZON CAPITAL SERVICES, INC.	414799	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010039 One-Time Carryover Funds	Villa Fundamental Intern	\$ 49.38
AMAZON CAPITAL SERVICES, INC.	414268	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Walker Elementary	\$ 1,005.93
AMAZON CAPITAL SERVICES, INC.	414370	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Walker Elementary	\$ 689.27

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414527	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Walker Elementary	\$ 60.08
AMAZON CAPITAL SERVICES, INC.	414623	03-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Walker Elementary	\$ 786.69
AMAZON CAPITAL SERVICES, INC.	414375	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 214.87
AMAZON CAPITAL SERVICES, INC.	414377	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 99.35
AMAZON CAPITAL SERVICES, INC.	414522	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 59.00
AMAZON CAPITAL SERVICES, INC.	414591	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 50.04
AMAZON CAPITAL SERVICES, INC.	414595	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 89.26
AMAZON CAPITAL SERVICES, INC.	414673	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Washington Elementary	\$ 113.17
AMAZON CAPITAL SERVICES, INC.	414866	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Washington Elementary	\$ 216.96
AMAZON CAPITAL SERVICES, INC.	414529	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Willard Intermediate	\$ 50.19
AMAZON CAPITAL SERVICES, INC.	414185	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Wilson Elementary	\$ 70.59
AMAZON CAPITAL SERVICES, INC.	414199	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Wilson Elementary	\$ 274.42
AMAZON CAPITAL SERVICES, INC.	414396	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010031 Unrestricted One-time Funds	Wilson Elementary	\$ 44.36
AMAZON CAPITAL SERVICES, INC.	414758	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Wilson Elementary	\$ 185.24
AMAZON CAPITAL SERVICES, INC.	414788	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Wilson Elementary	\$ 75.16
AMAZON.COM	414873	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 267.65
AMERICAN PLANNING ASSOCIATION	414245	26-Sep-2019	MEMBERSHIP	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities Planning	\$ 352.00
AMERICAN THREAT ASSESSMENT CONSULTING, INC.	414685	04-Oct-2019	SAFETY SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Services	\$ 5,571.75

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMY BELLELO	414088	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 1,147.71
APPLE, INC.	414594	02-Oct-2019	COMPUTERS AND TABLETS	010910 SC-Technology Refresh	K-12 Teaching and Learning	\$ 84,810.70
APPLE, INC.	414774	07-Oct-2019	COMPUTERS AND TABLETS	016500 Special Education	Special Education	\$ 419.06
APPLE, INC.	414775	07-Oct-2019	COMPUTERS AND TABLETS	016500 Special Education	Special Education	\$ 249.99
AREY JONES EDUCATIONAL SOLUTIONS	414724	07-Oct-2019	HP COMPUTERS	010300 Department Unrestricted Discretionary Accounts	Budget	\$ 1,797.86
AREY JONES EDUCATIONAL SOLUTIONS	414228	26-Sep-2019	HP COMPUTERS	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 54,650.54
AREY JONES EDUCATIONAL SOLUTIONS	414744	07-Oct-2019	HP COMPUTERS	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Construction	\$ 1,842.64
AREY JONES EDUCATIONAL SOLUTIONS	414319	27-Sep-2019	HP COMPUTERS	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities Planning	\$ 2,012.53
AREY JONES EDUCATIONAL SOLUTIONS	414742	07-Oct-2019	HP COMPUTERS	010030 Unrestricted Discretionary Accounts	Heroes Elementary	\$ 3,685.27
AREY JONES EDUCATIONAL SOLUTIONS	414755	07-Oct-2019	HP COMPUTERS	010910 SC-Technology Refresh	K-12 Teaching and Learning	\$ 14,280.00
AREY JONES EDUCATIONAL SOLUTIONS	414728	07-Oct-2019	HP COMPUTERS	015640 Medi-Cal Billing Option	Pupil Support Services	\$ 4,354.84
AREY JONES EDUCATIONAL SOLUTIONS	414734	07-Oct-2019	HP COMPUTERS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Seegerstrom High	\$ 4,354.84
AREY JONES EDUCATIONAL SOLUTIONS	414743	07-Oct-2019	HP COMPUTERS	010030 Unrestricted Discretionary Accounts	Thorpe Fundamental Elem	\$ 1,058.36
AREY JONES EDUCATIONAL SOLUTIONS	414726	07-Oct-2019	HP COMPUTERS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Washington Elementary	\$ 20,322.58
AREY JONES EDUCATIONAL SOLUTIONS	414738	07-Oct-2019	HP COMPUTERS	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 5,806.45
AREY JONES EDUCATIONAL SOLUTIONS	414740	07-Oct-2019	HP COMPUTERS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Washington Elementary	\$ 21,774.19
ART SUPPLY WAREHOUSE	414062	25-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Century High	\$ 800.00
ASCD	414421	30-Sep-2019	TEACHER BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 2,217.39

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
ASCD	414421	30-Sep-2019	TEACHER BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 2,460.95
ASSET GENIE, INC. dba AG PARTS WORLDWIDE	414346	30-Sep-2019	COMPUTER PARTS	010030 Unrestricted Discretionary Accounts	Century High	\$ 899.00
ASSET GENIE, INC. dba AG PARTS WORLDWIDE	414696	04-Oct-2019	COMPUTER PARTS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Romero-Cruz Academy	\$ 1,333.25
ASSOCIATED BUSINESS PRODUCTS	414556	02-Oct-2019	OFFICE SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 335.00
ASSOCIATED BUSINESS PRODUCTS	414186	26-Sep-2019	OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 291.78
ASSOCIATED BUSINESS PRODUCTS	414195	26-Sep-2019	OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 150.00
ASSOCIATED BUSINESS PRODUCTS	414885	08-Oct-2019	OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 37.31
ASSOCIATED BUSINESS PRODUCTS	414521	02-Oct-2019	OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Willard Intermediate	\$ 981.65
AUDIO VISIOAL SOLUTIONS, LLC dba AVSOLUTIONS	414715	04-Oct-2019	A/V EQUIPMENT	010032 Civic Center Rental Fees	Building Sevices	\$ 2,542.26
AVI SYSTEMS, INC.	414420	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 4,886.76
AVI SYSTEMS, INC.	414420	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 113.00
AVID CENTER	414163	26-Sep-2019	CONFERENCE	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	MacArthur Fundamental Intern	\$ 585.00
AXON ENTERPRISE, INC.	414335	30-Sep-2019	OFFICER SUPPLIES	010704 SC-Dept. LCFF- Supplemental/Concentration	School Police Services	\$ 4,440.47
B&H PHOTO VIDEO	414612	03-Oct-2019	A/V EQUIPMENT	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 5,637.30
B&H PHOTO VIDEO	414613	03-Oct-2019	A/V EQUIPMENT	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 4,811.28
BALLOONS PLUSS..., INC	414587	02-Oct-2019	BALLOONS FOR EVENT	010704 SC-Dept. LCFF- Supplemental/Concentration	Special Projects/Wellness	\$ 365.99
BARNES & NOBLE BOOKSELLERS, INC.	414283	27-Sep-2019	CLASSROOM BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 4,090.32
BARNES & NOBLE BOOKSELLERS, INC.	414364	30-Sep-2019	CLASSROOM BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 3,255.94

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
BATTERY SYSTEMS, INC.	414823	07-Oct-2019	GOLF CART BATTERY	010030 Unrestricted Discretionary Accounts	Valley High	\$ 1,364.75
BENCHMARK EDUCATION COMPANY	414052	25-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 11,327.33
BENCHMARK EDUCATION COMPANY	414053	25-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,264.05
BENCHMARK EDUCATION COMPANY	414104	26-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 10,017.01
BENCHMARK EDUCATION COMPANY	414105	26-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 8,824.51
BENCHMARK EDUCATION COMPANY	414106	26-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 2,373.09
BENCHMARK EDUCATION COMPANY	414117	26-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 12,093.98
BENCHMARK EDUCATION COMPANY	414127	26-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 16,863.30
BENCHMARK EDUCATION COMPANY	414128	26-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 8,448.88
BENCHMARK EDUCATION COMPANY	414265	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 604.85
BENCHMARK EDUCATION COMPANY	414266	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 9,607.99
BENCHMARK EDUCATION COMPANY	414267	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 20,415.60
BENCHMARK EDUCATION COMPANY	414411	30-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 4,703.22
BENCHMARK EDUCATION COMPANY	414411	30-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 430.50
BENCHMARK EDUCATION COMPANY	414427	30-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 100,000.00
BENCHMARK EDUCATION COMPANY	414429	30-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 8,062.65
BENCHMARK EDUCATION COMPANY	414429	30-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 738.00
BENCHMARK EDUCATION COMPANY	414134	26-Sep-2019	TEXTBOOKS	010730 SC-Early Learning (PreK-gr 6)	Monroe Elementary	\$ 5,497.43

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
BERTRAND'S MUSIC ENTERPRISES	414418	30-Sep-2019	MUSIC SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 1,800.98
BEST BUY	414139	26-Sep-2019	A/V EQUIPMENT	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 3,311.65
BEST BUY	414140	26-Sep-2019	A/V SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 775.74
BEST BUY	414141	26-Sep-2019	A/V SUPPLIES	015640 Medi-Cal Billing Option	Transition Programs	\$ 1,306.13
BLAZAR COMMUNICATIONS dba BLAZAR MAILING SOLUTIONS	414078	25-Sep-2019	MAILING SYSTEM SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Publications	\$ 8,500.00
BLICK ART MATERIALS dba DICK BLICK COMPANY	414861	08-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Mendez Fundamental Intern	\$ 5,510.21
BLICK ART MATERIALS dba DICK BLICK COMPANY	414160	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Seegerstrom High	\$ 3,472.46
BONNIE STEELE dba MEET THE MASTERS, INC.	414363	30-Sep-2019	CONSULTANT	010030 Unrestricted Discretionary Accounts	Jefferson Elementary	\$ 2,796.31
BREAKOUT, INC. dba BREAKOUT EDU	414122	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 874.00
BRIANA PETRARCA	414089	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 775.14
BRYAN OSORIO	414229	26-Sep-2019	CONSULTANT	010732 SC-SanArts	Visual and Performing Arts	\$ 200.00
BSN SPORTS	414561	02-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 78.26
BSN SPORTS	414569	02-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 106.55
BSN SPORTS	414631	03-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 586.47
BSN SPORTS	414632	03-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 7,526.95
BSN SPORTS	414633	03-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 7,995.07
BSN SPORTS	414735	07-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 1,967.54
BSN SPORTS	414737	07-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 1,967.54

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BSN SPORTS	414108	26-Sep-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Valley High	\$ 6,137.38
BSN SPORTS	414762	07-Oct-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Valley High	\$ 1,358.43
BUREAU OF EDUCATION & RESEARCH	414839	08-Oct-2019	CONFERENCE	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Saddleback High	\$ 279.00
CAL POLY POMONA FOUNDATION	414171	26-Sep-2019	CONFERENCE	013550 Carl D Perkins Section 131 Career and Technical Education act of 1998	Vocational Education	\$ 2,100.00
CALIFORNIA ART EDUCATION ASSOC.	414549	02-Oct-2019	CONFERENCE	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	\$ 950.00
CALIFORNIA ART EDUCATION ASSOC.	414549	02-Oct-2019	CONFERENCE	010732 SC-SanArts	Visual and Performing Arts	\$ 475.00
CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION	414550	02-Oct-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 1,000.00
CANNON SPORTS, INC.	414753	07-Oct-2019	WAREHOUSE STOCK	010000 Fund 01 General Fund	Fairview Warehouse	\$ 783.32
CAPISTRANO UNIFIED SCHOOL DISTRICT	414145	26-Sep-2019	TRANSPORTATION FEES	010300 Department Unrestricted Discretionary Accounts	K-12 Teaching and Learning	\$ 14,175.00
CAROLINA BIOLOGICAL SUPPLY COMPANY	414126	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Saddleback High	\$ 4,428.83
CASCWA	414064	25-Sep-2019	CONFERENCE	010704 SC-Dept. LCFF-Supplemental/Concentration	Special Projects/Wellness	\$ 105.00
CASE & SONS CONSTRUCTION, INC.	414714	04-Oct-2019	WALL RELOCATION BUILDING SERVICES	018150 Ongoing & Major Maintenance Account	Building Services	\$ 4,620.00
CASH MEMBERSHIPS	414246	26-Sep-2019	MEMBERSHIP	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities Planning	\$ 952.00
CASH MEMBERSHIPS	414247	26-Sep-2019	MEMBERSHIP	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities Planning	\$ 282.00
CASH WORKSHOPS	414146	26-Sep-2019	CONFERENCE	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Construction	\$ 334.00
CDM WRESTLING BOOSTERS	414543	02-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 300.00
CDM WRESTLING BOOSTERS	414548	02-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 300.00
CDW GOVERNMENT INC	414699	04-Oct-2019	COMPUTER ACCESSORIES	010724 Classified School Employee Grant	Classified Prof Dev	\$ 307.72

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CDW GOVERNMENT INC	414649	03-Oct-2019	COMPUTER ACCESSORIES	010030 Unrestricted Discretionary Accounts	Esqueda Elementary	\$ 605.90
CDW GOVERNMENT INC	414320	27-Sep-2019	COMPUTER ACCESSORIES	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities Planning	\$ 540.77
CDW GOVERNMENT INC	414575	02-Oct-2019	COMPUTER ACCESSORIES	010030 Unrestricted Discretionary Accounts	King Elementary	\$ 392.87
CDW GOVERNMENT INC	414578	02-Oct-2019	COMPUTER EQUIPMENT	010300 Department Unrestricted Discretionary Accounts	Publications	\$ 3,831.59
CDW GOVERNMENT INC	414698	04-Oct-2019	COMPUTER ACCESSORIES	010030 Unrestricted Discretionary Accounts	Seegerstrom High	\$ 717.38
CDW GOVERNMENT INC	414772	07-Oct-2019	COMPUTER ACCESSORIES	016500 Special Education	Special Education	\$ 73.07
CDW GOVERNMENT INC	414700	04-Oct-2019	COMPUTER ACCESSORIES	010030 Unrestricted Discretionary Accounts	Thorpe Fundamental Elem	\$ 115.17
CDW GOVERNMENT INC	414694	04-Oct-2019	COMPUTER ACCESSORIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Walker Elementary	\$ 313.59
CENGAGE LEARNING dba GALE; NATIONAL GEOGRAPHIC LEARNING	414277	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 22,323.65
CENGAGE LEARNING dba GALE; NATIONAL GEOGRAPHIC LEARNING	414432	30-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 2,239.63
CENTER FOR RESPONSIVE SCHOOLS, INC.	414264	27-Sep-2019	CONFERENCE	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 199.00
CENTER FOR THE COLLABORATIVE CLASSROOM	414425	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,201.75
CENTER FOR THE COLLABORATIVE CLASSROOM	414425	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 96.14
CENTURY HIGH SCHOOL	414060	25-Sep-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Santa Ana High	\$ 525.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Century High	\$ 70,890.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Heninger Elementary	\$ 28,756.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Heroes Elementary	\$ 28,756.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	010704 SC-Dept. LCFF- Supplemental/Concentration	K-12 Sch Performance & Culture	\$ 141,780.00

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CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	010703 SC-LCFF-Supplemental/Concentration	Reach Academy	\$ 28,756.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Saddleback High	\$ 70,890.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Santa Ana High	\$ 28,756.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Valley High	\$ 70,890.00
CHARITABLE VENTURES OF ORANGE COUNTY	414663	03-Oct-2019	CONSULTANT	013182 ESSA: CSI LEA funding	Willard Intermediate	\$ 70,890.00
CIF SOUTHERN SECTION	414456	01-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Century High	\$ 1,040.00
CIF STATE OFFICE	414455	01-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Century High	\$ 1,317.21
CM SCHOOL SUPPLY	414071	25-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015210 Head Start	Child Development	\$ 3,000.00
COASTAL ENTERPRISES	414629	03-Oct-2019	PE UNIFORMS	010030 Unrestricted Discretionary Accounts	Sierra Preparatory Academy	\$ 8,428.07
COMMITTEE FOR CHILDREN	414215	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Elementary Curriculum & Instruction	\$ 4,131.00
CONSTITUTIONAL RIGHTS FOUNDATION OF ORANGE COUNTY	414248	26-Sep-2019	PROGRAM FEE	013550 Carl D Perkins Section 131 Career and Technical Education act of 1998	Vocational Education	\$ 1,100.00
COSTCO WHOLESALE	414770	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010053 SC-Family and Community Engagement (was Wellness Center)	Deputy Superintendent's Office	\$ 116.58
COSTCO WHOLESALE	414347	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	\$ 367.99
COSTCO WHOLESALE	414194	26-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	McFadden Intermediate	\$ 782.38
COSTCO WHOLESALE	414695	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Saddleback High	\$ 488.78
COSTCO WHOLESALE	414334	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	School Climate	\$ 339.17
COSTCO WHOLESALE	414760	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Washington Elementary	\$ 196.56
COSTCO WHOLESALE	414765	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 56.79

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CULVER NEWLIN, INC.	414720	07-Oct-2019	CLASSROOM FURNITURE	016387 CTE Incentive Grant Program	Career Technical Education	\$ 3,113.63
CULVER NEWLIN, INC.	414721	07-Oct-2019	CLASSROOM FURNITURE	016387 CTE Incentive Grant Program	Career Technical Education	\$ 3,454.49
CULVER NEWLIN, INC.	414716	07-Oct-2019	WELLNESS CENTER FURNITURE	010053 SC-Family and Community Engagement (was Wellness Center)	Deputy Superintendent's Office	\$ 6,010.94
CULVER NEWLIN, INC.	414718	07-Oct-2019	WELLNESS CENTER FURNITURE	010053 SC-Family and Community Engagement (was Wellness Center)	Deputy Superintendent's Office	\$ 5,050.69
CULVER NEWLIN, INC.	414719	07-Oct-2019	CLASSROOM FURNITURE	010300 Department Unrestricted Discretionary Accounts	Health/Home-Hospital Instr	\$ 891.49
CULVER NEWLIN, INC.	414322	27-Sep-2019	OFFICE FURNITURE	010300 Department Unrestricted Discretionary Accounts	Pupil Support Services	\$ 420.61
CULVER NEWLIN, INC.	414719	07-Oct-2019	OFFICE FURNITURE	010300 Department Unrestricted Discretionary Accounts	Pupil Support Services	\$ 4,703.76
CURRICULUM ASSOCIATES, LLC	414426	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 3,462.00
CURRICULUM ASSOCIATES, LLC	414431	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 3,081.94
CURRICULUM ASSOCIATES, LLC	414431	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 313.60
DEMCO	414151	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Edison Elementary	\$ 129.51
DEMCO	414379	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Muir Fundamental Elem	\$ 30.01
DEMCO	414158	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Walker Elementary	\$ 112.67
DIGITAL NETWORKS GROUP, INC.	414605	02-Oct-2019	A/V EQUIPMENT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Wilson Elementary	\$ 5,368.55
DISCOUNT SCHOOL SUPPLY	414376	30-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Fremont Elementary	\$ 64.94
DISCOUNT SCHOOL SUPPLY	414503	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Fremont Elementary	\$ 56.65
DUNN EDWARDS	414353	30-Sep-2019	PAINT	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	\$ 212.91
EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS, EAGLE AERIAL IMAGING	414666	04-Oct-2019	SITE AERIAL MAPPING	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 1,239.11

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EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS, EAGLE AERIAL IMAGING	414666	04-Oct-2019	SITE AERIAL MAPPING	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities/Governmtl Relations	\$ 3,856.35
EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS, EAGLE AERIAL IMAGING	414666	04-Oct-2019	SITE AERIAL MAPPING	010300 Department Unrestricted Discretionary Accounts	Human Resources	\$ 1,239.11
EDCLUB, INC.	414368	30-Sep-2019	ONLINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 897.00
ENCHANTED LEARNING	414172	26-Sep-2019	ONLINE PROGRAM ACCESS	016300 Lottery: Instructional Materials	Secondary Curriculum & Instruction	\$ 3,480.00
ENVIRONMENTAL NETWORK CORP.	414180	26-Sep-2019	ASBESTOS INSPECTION	016387 CTE Incentive Grant Program	Santa Ana High	\$ 1,020.00
EVELYNE COYNE	414087	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 952.25
FAMSOFT CORPORATION	414779	07-Oct-2019	SOFTWARE SUPPORT AND MAINTENANCE	010300 Department Unrestricted Discretionary Accounts	Technology Innovation Services	\$ 22,000.00
FANCY STITCHIN'	414095	25-Sep-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Segerstrom High	\$ 5,000.00
FEDERAL TECHNOLOGY SOLUTIONS, INC.	414310	27-Sep-2019	NETWORK INSTALLATION/UPGRADE	016387 CTE Incentive Grant Program	Career Technical Education	\$ 2,718.00
FEDERAL TECHNOLOGY SOLUTIONS, INC.	414202	26-Sep-2019	NETWORK INSTALLATION/UPGRADE	010053 SC-Family and Community Engagement (was Wellness Center)	K-12 Sch Performance & Culture	\$ 31,600.00
FIELDTURF USA, INC.	414820	07-Oct-2019	TURF MAINTENANCE	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 55,800.00
FITNESS HOLDINGS, LLC dba SOCAL FITNESS SERVICE	414224	26-Sep-2019	EQUIPMENT MAINTENANCE	010030 Unrestricted Discretionary Accounts	Jackson Elementary	\$ 796.00
FLINN SCIENTIFIC, INC.	414157	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Saddleback High	\$ 2,275.78
FLINN SCIENTIFIC, INC.	414751	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Segerstrom High	\$ 83.69
FOLLETT SCHOOL SOLUTIONS, INC.	414415	30-Sep-2019	TEXTBOOKS	010030 Unrestricted Discretionary Accounts	Diamond Elementary	\$ 144.21
FOLLETT SCHOOL SOLUTIONS, INC.	414269	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 2,275.43
FOLLETT SCHOOL SOLUTIONS, INC.	414449	01-Oct-2019	TEXTBOOKS	016300 Lottery: Instructional Materials	State Textbooks	\$ 2,450.64

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FOOTHILL HIGH SCHOOL	414166	26-Sep-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Godinez Fundamental High	\$ 400.00
FOOTHILL HIGH SCHOOL	414061	25-Sep-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Santa Ana High	\$ 600.00
FOOTHILL HIGH SCHOOL	414450	01-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Santa Ana High	\$ 400.00
FOOTHILL HIGH SCHOOL	414056	25-Sep-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 400.00
FULLY LLC	414513	02-Oct-2019	OFFICE FURNITURE	013550 Carl D Perkins Section 131 Career and Technical Education act of 1998	Vocational Education	\$ 16,387.77
GEMMA HEBSON	414776	07-Oct-2019	CONSULTANT	010732 SC-SanArts	Visual and Performing Arts	\$ 8,000.00
GHA TECHNOLOGIES, INC.	414619	03-Oct-2019	COMPUTER SUPPLIES	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	\$ 148.58
GILBERT & STEARNS, INC.	414615	03-Oct-2019	ELECTRICAL WORK CENTURY	016387 CTE Incentive Grant Program	Career Technical Education	\$ 1,656.00
GILBERT & STEARNS, INC.	414648	03-Oct-2019	ELECTRICAL WORK PUBLICATIONS	010300 Department Unrestricted Discretionary Accounts	Publications	\$ 5,419.89
GOBULK, INC. dba GOBULK.COM	414424	30-Sep-2019	COMPUTER SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,354.70
GOBULK, INC. dba GOBULK.COM	414424	30-Sep-2019	COMPUTER SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 104.00
GOBULK, INC. dba GOBULK.COM	414585	02-Oct-2019	COMPUTER SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Jackson Elementary	\$ 408.46
GOLD COAST FENCE, INC.	414574	02-Oct-2019	FENCE REPAIR SAHS	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 1,745.00
GOLD COAST FENCE, INC.	414576	02-Oct-2019	FENCE REPAIR JACKSON	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 2,791.68
GORM, INC.	414351	30-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	010030 Unrestricted Discretionary Accounts	Century High	\$ 83.18
GORM, INC.	414747	07-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	015210 Head Start	Child Development	\$ 522.13
GORM, INC.	414348	30-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	\$ 332.73
GOVCONNECTION, INC. dba CONNECTION	414692	04-Oct-2019	COMPUTER SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 1,076.75

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GOVCONNECTION, INC. dba CONNECTION	414890	08-Oct-2019	COMPUTER SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	Research and Evaluation	\$ 330.70
GRAINGER	414321	27-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	016010 After School Education and Safety (ASES)	Lathrop Intermediate	\$ 119.13
GREG A. MARVEL dba TRANSTRAKS/PERSEUS ASSOCIATES, LLC	414143	26-Sep-2019	YEARLY MAINTENANCE AND SUPPORT	010722 SpEd Pupil Transportation	Transportation	\$ 5,500.00
GREG A. MARVEL dba TRANSTRAKS/PERSEUS ASSOCIATES, LLC	414143	26-Sep-2019	YEARLY MAINTENANCE AND SUPPORT	010723 SC-Pupil Transportation (7230/7240)	Transportation	\$ 5,000.00
HADASA S D SIGNS AND T SHIRTS	414109	26-Sep-2019	SCREEN PRINTING	010030 Unrestricted Discretionary Accounts	Romero-Cruz Academy	\$ 196.65
HADASA S D SIGNS AND T SHIRTS	414562	02-Oct-2019	SCREEN PRINTING	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 1,081.58
HARCOURT INDUSTRIES, INC. dba HARCOURT OUTLINES, INC.	414567	02-Oct-2019	STUDENT INCENTIVES	010030 Unrestricted Discretionary Accounts	Madison Elementary	\$ 312.92
HEAR & C	414173	26-Sep-2019	EQUIPMENT MAINTENANCE	010300 Department Unrestricted Discretionary Accounts	Health/Home-Hospital Instr	\$ 3,000.00
HENRY SCHEIN	414711	04-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 741.47
HENRY SCHEIN	414674	04-Oct-2019	WAREHOUSE STOCK	010000 Fund 01 General Fund	Fairview Warehouse	\$ 1,426.90
HERITAGE MUSEUM OF ORANGE COUNTY	414551	02-Oct-2019	FIELD TRIP	010030 Unrestricted Discretionary Accounts	Harvey Elementary	\$ 350.00
HERITAGE MUSEUM OF ORANGE COUNTY	414098	25-Sep-2019	FIELDTRIP	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Roosevelt Elementary	\$ 284.00
HOME DEPOT CREDIT SERVICES	414822	07-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 962.71
HOME DEPOT CREDIT SERVICES	414526	02-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	010031 Unrestricted One-time Funds	Esqueda Elementary	\$ 25.78
HOME DEPOT CREDIT SERVICES	414337	30-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	\$ 658.39
HOME DEPOT CREDIT SERVICES	414317	27-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 83.40
HOME DEPOT CREDIT SERVICES	414625	03-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 403.08
HOME DEPOT CREDIT SERVICES	414298	27-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	010989 Third Party Reimbursement	Monroe Elementary	\$ 2,123.23

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HOME DEPOT CREDIT SERVICES	414597	02-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	010031 Unrestricted One-time Funds	Monte Vista Elementary	\$ 86.88
HOME DEPOT CREDIT SERVICES	414602	02-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 399.20
HOME DEPOT CREDIT SERVICES	414628	03-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	010031 Unrestricted One-time Funds	Washington Elementary	\$ 163.55
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY dba HMH SCHOOL PUBLISHERS; HOLT MCDUGAL;PTRADE; HMH SUPPLEMENTAL; LLC;CHANNEL ONE NEWS	414502	02-Oct-2019	TEXTBOOKS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Hoover Elementary	\$ 2,039.45
HUGHES & ASSOCIATES, INC.	414601	02-Oct-2019	REFEREE FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 84.00
INTERIOR MANAGEMENT, INC.	414682	04-Oct-2019	CARPET REPAIRS MULTIPLE SITES	018150 Ongoing & Major Maintenance Account	Building Services	\$ 2,533.52
IRVINE PARK RAILROAD, INC.	414829	08-Oct-2019	FIELD TRIP	019999 Donations (Miscellaneous)	Edison Elementary	\$ 894.00
IRVINE RANCH WATER DISTRICT	414891	08-Oct-2019	UTILITIES PAYMENT	010300 Department Unrestricted Discretionary Accounts	INDA (Campus Drive)	\$ 6,500.00
ITS GROUP, INC. dba INDUSTRIAL TECHNICAL SERVICES	414451	01-Oct-2019	ELECTRICAL PATRS	018150 Ongoing & Major Maintenance Account	Building Services	\$ 3,138.68
J.W. PEPPER & SONS, INC.	414303	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	\$ 61.17
J.W. PEPPER & SONS, INC.	414621	03-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Interm	\$ 1,650.24
J.W. PEPPER & SONS, INC.	414824	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 1,000.00
JESUSMYROCK.COM	414304	27-Sep-2019	SCREEN PRINTING	010030 Unrestricted Discretionary Accounts	Reach Academy	\$ 1,000.00
JIM'S MUSIC CENTER, INC.	414358	30-Sep-2019	VAPA SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	\$ 686.92
JONATHAN EVAN HUGHES	414763	07-Oct-2019	REFEREE FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 96.00
JOSTENS/ JACK NICHOLSON	414112	26-Sep-2019	GRADUATION SUPPLIES	010030 Unrestricted Discretionary Accounts	Chavez Continuation High	\$ 13,765.50
JOSTENS/ JACK NICHOLSON	414113	26-Sep-2019	GRADUATION SUPPLIES	010030 Unrestricted Discretionary Accounts	Chavez Continuation High	\$ 13.11

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JOSTENS/ JACK NICHOLSON	414114	26-Sep-2019	GRADUATION SUPPLIES	010030 Unrestricted Discretionary Accounts	Chavez Continuation High	\$ 208.57
JOSTENS/ JACK NICHOLSON	414814	07-Oct-2019	GRADUATION SUPPLIES	019993 Donations-Speech and Debate	K-12 Teaching and Learning	\$ 3,418.43
JUAN J. RIVERA dba RIVERA SPORTS	414468	01-Oct-2019	ATHLETIC SUPPLIES	010030 Unrestricted Discretionary Accounts	Santa Ana High	\$ 2,892.71
JUMPSTART FOR YOUNG CHILDREN, INC.	414501	02-Oct-2019	CLASSROOM BOOKS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Madison Elementary	\$ 1,067.95
KAITLIN GUIZAR	414084	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 2,100.00
KEVIN N. SCHAUER dba HANGSAFE HOOKS	414606	03-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 776.76
KEYSTONE UNIFORMS, OC	414462	01-Oct-2019	OFFICER UNIFORMS	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 760.23
KEYSTONE UNIFORMS, OC	414463	01-Oct-2019	OFFICER UNIFORMS	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 131.08
KEYSTONE UNIFORMS, OC	414465	01-Oct-2019	OFFICER UNIFORMS	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 410.68
KIDS DISCOVER	414251	26-Sep-2019	ONLINE PROGRAM ACCESS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,440.00
KING CROSS COUNTRY	414452	01-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Santa Ana High	\$ 350.00
KORNEY BOARD AIDS, INC.	414116	26-Sep-2019	ATHLETIC SUPPLIES	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 765.84
KOROSEAL INTERIOR PRODUCTS HOLDINGS, INC. dba KOROSEAL INTERIOR PRODUCTS, LLC	414213	26-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities Planning	\$ 65.31
KYA SERVICES, LLC	414691	04-Oct-2019	CARPET REPLACEMENT JACKSON	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 6,621.00
KYOCERA DOCUMENT SOLUTIONS	414338	30-Sep-2019	OFFICE EQUIPMENT	010030 Unrestricted Discretionary Accounts	Jackson Elementary	\$ 827.95
LA TRADICIONAL MICHOACANA dba C. ANDRADES	414080	25-Sep-2019	CATERING	010030 Unrestricted Discretionary Accounts	Lorin Griset Academy	\$ 425.25
LAKESHORE LEARNING MATERIALS	414471	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015210 Head Start	Adams Elementary	\$ 1,290.94
LAKESHORE LEARNING MATERIALS	414636	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Carr Intermediate	\$ 160.11

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LAKESHORE LEARNING MATERIALS	414118	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carver Elementary	\$ 24.83
LAKESHORE LEARNING MATERIALS	414280	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Carver Elementary	\$ 881.52
LAKESHORE LEARNING MATERIALS	414281	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Carver Elementary	\$ 932.93
LAKESHORE LEARNING MATERIALS	414643	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015210 Head Start	Edison Elementary	\$ 49.77
LAKESHORE LEARNING MATERIALS	414187	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 958.87
LAKESHORE LEARNING MATERIALS	414196	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,198.58
LAKESHORE LEARNING MATERIALS	414197	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 13.48
LAKESHORE LEARNING MATERIALS	414198	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,038.77
LAKESHORE LEARNING MATERIALS	414206	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 128.70
LAKESHORE LEARNING MATERIALS	414274	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 615.28
LAKESHORE LEARNING MATERIALS	414278	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 62.26
LAKESHORE LEARNING MATERIALS	414286	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 472.11
LAKESHORE LEARNING MATERIALS	414289	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 460.74
LAKESHORE LEARNING MATERIALS	414290	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 430.68
LAKESHORE LEARNING MATERIALS	414291	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 659.60
LAKESHORE LEARNING MATERIALS	414657	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55
LAKESHORE LEARNING MATERIALS	414658	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55
LAKESHORE LEARNING MATERIALS	414659	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55

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LAKESHORE LEARNING MATERIALS	414660	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55
LAKESHORE LEARNING MATERIALS	414661	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55
LAKESHORE LEARNING MATERIALS	414662	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55
LAKESHORE LEARNING MATERIALS	414725	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,385.59
LAKESHORE LEARNING MATERIALS	414727	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55
LAKESHORE LEARNING MATERIALS	414729	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 994.55
LAKESHORE LEARNING MATERIALS	414730	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 4,965.96
LAKESHORE LEARNING MATERIALS	414191	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Esqueda Elementary	\$ 310.32
LAKESHORE LEARNING MATERIALS	414276	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016500 Special Education	Garfield Elementary	\$ 104.65
LAKESHORE LEARNING MATERIALS	414111	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Greenville Fundamental Elem	\$ 616.07
LAKESHORE LEARNING MATERIALS	414225	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Heroes Elementary	\$ 1,013.85
LAKESHORE LEARNING MATERIALS	414231	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Heroes Elementary	\$ 965.07
LAKESHORE LEARNING MATERIALS	414233	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Heroes Elementary	\$ 463.80
LAKESHORE LEARNING MATERIALS	414491	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Heroes Elementary	\$ 1,011.84
LAKESHORE LEARNING MATERIALS	414493	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Heroes Elementary	\$ 1,048.90
LAKESHORE LEARNING MATERIALS	414656	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Hoover Elementary	\$ 387.01
LAKESHORE LEARNING MATERIALS	414284	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015210 Head Start	Jackson Elementary	\$ 525.05
LAKESHORE LEARNING MATERIALS	414227	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Kennedy Elementary	\$ 103.27

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LAKESHORE LEARNING MATERIALS	414201	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Lincoln Elementary	\$ 72.63
LAKESHORE LEARNING MATERIALS	414489	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Lincoln Elementary	\$ 176.31
LAKESHORE LEARNING MATERIALS	414640	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016500 Special Education	Lowell Elementary	\$ 67.44
LAKESHORE LEARNING MATERIALS	414207	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Madison Elementary	\$ 93.38
LAKESHORE LEARNING MATERIALS	414210	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Madison Elementary	\$ 129.65
LAKESHORE LEARNING MATERIALS	414278	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Madison Elementary	\$ 63.27
LAKESHORE LEARNING MATERIALS	414485	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Madison Elementary	\$ 981.83
LAKESHORE LEARNING MATERIALS	414488	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Madison Elementary	\$ 1,005.65
LAKESHORE LEARNING MATERIALS	414886	08-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Madison Elementary	\$ 497.14
LAKESHORE LEARNING MATERIALS	414235	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 297.61
LAKESHORE LEARNING MATERIALS	414239	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 217.89
LAKESHORE LEARNING MATERIALS	414293	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 151.51
LAKESHORE LEARNING MATERIALS	414295	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 284.25
LAKESHORE LEARNING MATERIALS	414381	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 321.17
LAKESHORE LEARNING MATERIALS	414385	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 271.41
LAKESHORE LEARNING MATERIALS	414386	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 281.22
LAKESHORE LEARNING MATERIALS	414387	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 290.97
LAKESHORE LEARNING MATERIALS	414483	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	\$ 31.08

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LAKESHORE LEARNING MATERIALS	414476	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015210 Head Start	Monte Vista Elementary	\$ 230.82
LAKESHORE LEARNING MATERIALS	414193	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 57.07
LAKESHORE LEARNING MATERIALS	414208	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 80.40
LAKESHORE LEARNING MATERIALS	414240	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 71.57
LAKESHORE LEARNING MATERIALS	414273	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Muir Fundamental Elem	\$ 659.78
LAKESHORE LEARNING MATERIALS	414299	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Muir Fundamental Elem	\$ 171.20
LAKESHORE LEARNING MATERIALS	414300	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Muir Fundamental Elem	\$ 872.57
LAKESHORE LEARNING MATERIALS	414301	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Muir Fundamental Elem	\$ 1,045.77
LAKESHORE LEARNING MATERIALS	414302	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Muir Fundamental Elem	\$ 1,159.02
LAKESHORE LEARNING MATERIALS	414475	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 80.89
LAKESHORE LEARNING MATERIALS	414477	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 83.00
LAKESHORE LEARNING MATERIALS	414480	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 20.75
LAKESHORE LEARNING MATERIALS	414481	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 20.74
LAKESHORE LEARNING MATERIALS	414482	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 57.44
LAKESHORE LEARNING MATERIALS	414484	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 103.76
LAKESHORE LEARNING MATERIALS	414490	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 74.01
LAKESHORE LEARNING MATERIALS	414474	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Romero-Cruz Academy	\$ 19.84
LAKESHORE LEARNING MATERIALS	414282	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015210 Head Start	Roosevelt Elementary	\$ 531.15

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LAKESHORE LEARNING MATERIALS	414884	08-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Roosevelt Elementary	\$ 776.15
LAKESHORE LEARNING MATERIALS	414487	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015640 Medi-Cal Billing Option	Speech Department	\$ 267.22
LAKESHORE LEARNING MATERIALS	414204	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Taft Elementary	\$ 84.02
LAKESHORE LEARNING MATERIALS	414287	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016515 Special Ed: Infant Discretionary Fund (frm 3330)	Taft Elementary	\$ 2,852.36
LAKESHORE LEARNING MATERIALS	414390	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 18.62
LAKESHORE LEARNING MATERIALS	414391	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016500 Special Education	Taft Elementary	\$ 145.26
LAKESHORE LEARNING MATERIALS	414479	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 10.37
LAKESHORE LEARNING MATERIALS	414218	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 780.92
LAKESHORE LEARNING MATERIALS	414220	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 962.69
LAKESHORE LEARNING MATERIALS	414223	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 924.56
LAKESHORE LEARNING MATERIALS	414486	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 503.20
LAKESHORE LEARNING MATERIALS	414492	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 935.16
LAKESHORE LEARNING MATERIALS	414887	08-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Thorpe Fundamental Elem	\$ 98.57
LAKESHORE LEARNING MATERIALS	414237	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Walker Elementary	\$ 285.32
LAKESHORE LEARNING MATERIALS	414478	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Washington Elementary	\$ 77.83
LAKESHORE LEARNING MATERIALS	414275	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016500 Special Education	Wilson Elementary	\$ 325.76
LAKESHORE LEARNING MATERIALS	414389	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Wilson Elementary	\$ 4,049.99
LAKESHORE LEARNING MATERIALS	414642	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Wilson Elementary	\$ 3,674.71

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LAKESHORE LEARNING MATERIALS	414645	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Wilson Elementary	\$ 3,684.83
LAUREL DAHLEN	414085	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 1,389.47
LEARNING A-Z	414447	30-Sep-2019	ONLINE PROGRAM ACCESS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 109.95
LIGHTSPEED TECHNOLOGIES, INC.	414328	30-Sep-2019	A/V EQUIPMENT	010030 Unrestricted Discretionary Accounts	Esqueda Elementary	\$ 679.54
LINDSEY S. ETHERIDGE dba KINDER FUTURE	414812	07-Oct-2019	CONSULTANT	010735 SC-Mental Health Redesign (Elementary)	Pupil Support Services	\$ 20,000.00
LINDSEY S. ETHERIDGE dba KINDER FUTURE	414812	07-Oct-2019	CONSULTANT	015640 Medi-Cal Billing Option	Pupil Support Services	\$ 5,000.00
LITERACY RESOURCES, INC.	414434	30-Sep-2019	CLASSROOM BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 174.78
LITERACY RESOURCES, INC.	414434	30-Sep-2019	CLASSROOM BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 199.25
LITERACY RESOURCES, INC.	414564	02-Oct-2019	CLASSROOM BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 2,481.87
LITERACY RESOURCES, INC.	414530	02-Oct-2019	CLASSROOM BOOKS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Sepulveda Elementary	\$ 374.03
LOS ANGELES COUNTY OFFICE OF EDUCATION	414100	25-Sep-2019	CONFERENCE	015640 Medi-Cal Billing Option	Health/Home-Hospital Instr	\$ 2,000.00
LOS ANGELES COUNTY OFFICE OF EDUCATION	414101	25-Sep-2019	CONFERENCE	015640 Medi-Cal Billing Option	Health/Home-Hospital Instr	\$ 145.00
LOS ANGELES COUNTY OFFICE OF EDUCATION	414598	02-Oct-2019	CONFERENCE	015640 Medi-Cal Billing Option	Health/Home-Hospital Instr	\$ 580.00
LOSO CREATION, LLC dba LOSO CREATION	414119	26-Sep-2019	SCREEN PRINTING	019999 Donations (Miscellaneous)	Middle College High	\$ 1,560.00
LOSO CREATION, LLC dba LOSO CREATION	414119	26-Sep-2019	SCREEN PRINTING	019999 Donations (Miscellaneous)	Middle College High	\$ 144.30
LOSO CREATION, LLC dba LOSO CREATION	414565	02-Oct-2019	SCREEN PRINTING	010703 SC-LCFF-Supplemental/Concentration	Middle College High	\$ 808.45
MARKERBOARD PEOPLE	414154	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Davis Elementary	\$ 323.81
MARTIN LUTHER KING HIGH SCHOOL	414670	04-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Godinez Fundamental High	\$ 350.00

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MATTER HACKERS, INC.	414752	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Middle College High	\$ 168.26
MAYTAG SERVICES, LLC	414872	08-Oct-2019	EQUIPMENT MAINTENANCE	010703 SC-LCFF-Supplemental/Concentration	Valley High	\$ 1,000.00
MB PAINTING	414608	03-Oct-2019	LOCKER ROOM PAINTING SEGERSTROM	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 2,800.00
MB PAINTING	414609	03-Oct-2019	EXTERIOR PAINTING MADISON	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 2,700.00
MESA ENERGY SYSTEMS, INC dba EMCOR SERVICES MESA ENERGY	414580	02-Oct-2019	HVAC MAINTENANCE	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 1,460.00
MIND RESEARCH INSTITUTE	414647	03-Oct-2019	STUDENT INCENTIVES	010030 Unrestricted Discretionary Accounts	Monroe Elementary	\$ 174.96
MIRRANDA RAE PARKS	414090	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 3,148.89
MISSION SAN JUAN CAPISTRANO	414457	01-Oct-2019	FIELD TRIP	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Garfield Elementary	\$ 1,152.00
MISSION SAN JUAN CAPISTRANO	414553	02-Oct-2019	FIELD TRIP	010030 Unrestricted Discretionary Accounts	Harvey Elementary	\$ 870.00
MJG CONSULTING GROUP, LLC dba DEAFJOBWIZARD.COM	414216	26-Sep-2019	ONLINE PROGRAM ACCESS	010300 Department Unrestricted Discretionary Accounts	Human Resources	\$ 30.00
MJG CONSULTING GROUP, LLC dba DEAFJOBWIZARD.COM	414222	26-Sep-2019	ONLINE PROGRAM ACCESS	010300 Department Unrestricted Discretionary Accounts	Human Resources	\$ 300.00
MONOPRICE, INC.	414417	30-Sep-2019	COMPUTER SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Seegerstrom High	\$ 1,213.52
MONTGOMERY HARDWARE COMPANY	414650	03-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 3,420.00
MT SAC CROSS COUNTRY	414057	25-Sep-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 450.00
MUSIC AND ARTS	414889	08-Oct-2019	VAPA SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	\$ 1,200.00
MYSTERY SCIENCE, INC.	414212	26-Sep-2019	ONLINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Monte Vista Elementary	\$ 499.00
NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	414176	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010031 Unrestricted One-time Funds	Wilson Elementary	\$ 272.85
NATIONAL SCHOOL BOARDS ASSOCIATION	414448	01-Oct-2019	MEMBERSHIP	010300 Department Unrestricted Discretionary Accounts	Board of Education	\$ 6,900.00

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
NEW HORIZONS CONTRACTING, INC.	414459	01-Oct-2019	WATER REMOVAL/MOLD REMEDIATION MUIR	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 32,750.00
NEW HORIZONS CONTRACTING, INC.	414460	01-Oct-2019	REMEDIATION SERVICES THORPE CAFETERIA	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 4,890.00
NEW HORIZONS CONTRACTING, INC.	414461	01-Oct-2019	WATER REMOVAL/MOLD REMEDIATION MUIR	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 8,795.00
NEXT GEN MATH, LLC	414270	27-Sep-2019	ONLINE PROGRAM ACCESS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 11,765.88
NORTHERN SPEECH SERVICES, INC./NATIONAL REHAB	414181	26-Sep-2019	TEACHER BOOKS	015640 Medi-Cal Billing Option	Speech Department	\$ 463.03
NORTHERN SPEECH SERVICES, INC./NATIONAL REHAB	414182	26-Sep-2019	TEACHER BOOKS	015640 Medi-Cal Billing Option	Speech Department	\$ 288.08
NORTHERN SPEECH SERVICES, INC./NATIONAL REHAB	414183	26-Sep-2019	TEACHER BOOKS	015640 Medi-Cal Billing Option	Speech Department	\$ 351.70
NORTHSTAR AV	414646	03-Oct-2019	A/V SUPPLIES	010030 Unrestricted Discretionary Accounts	Harvey Elementary	\$ 390.00
OAKTREE PRODUCTS, INC.	414069	25-Sep-2019	AUDIOLOGICAL SUPPLIES	016500 Special Education	Taft Elementary	\$ 98.75
OASIS COMPANIES INTERNATIONAL	414336	30-Sep-2019	CONSULTANT	010030 Unrestricted Discretionary Accounts	Saddleback High	\$ 5,000.00
OCC GATE	414161	26-Sep-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Monte Vista Elementary	\$ 270.00
OCTAVIO SIERRA dba SOCCER 2 FUTBOL	414192	26-Sep-2019	CONSULTANT	010030 Unrestricted Discretionary Accounts	Santa Ana High	\$ 1,500.00
OFFICE DEPOT	414634	03-Oct-2019	OFFIICE SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 765.83
OFFICE DEPOT	414079	25-Sep-2019	OFFIICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Business Services	\$ 91.82
OFFICE DEPOT	414103	25-Sep-2019	OFFIICE SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 33.20
OFFICE DEPOT	414520	02-Oct-2019	OFFIICE SUPPLIES	013010 IASA:Title I Basic Grants Low-Income and Neglected, Part A	Carr Intermediate	\$ 251.26
OFFICE DEPOT	414801	07-Oct-2019	OFFIICE SUPPLIES	013010 IASA:Title I Basic Grants Low-Income and Neglected, Part A	Carr Intermediate	\$ 523.09
OFFICE DEPOT	414852	08-Oct-2019	OFFIICE SUPPLIES	013010 IASA:Title I Basic Grants Low-Income and Neglected, Part A	Carr Intermediate	\$ 83.02

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
OFFICE DEPOT	414508	02-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Carver Elementary	\$ 211.02
OFFICE DEPOT	414178	26-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Century High	\$ 192.59
OFFICE DEPOT	414179	26-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Century High	\$ 31.83
OFFICE DEPOT	414257	27-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Century High	\$ 22.25
OFFICE DEPOT	414308	27-Sep-2019	OFFIICE SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Davis Elementary	\$ 387.50
OFFICE DEPOT	414849	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Diamond Elementary	\$ 431.96
OFFICE DEPOT	414350	30-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Edison Elementary	\$ 420.94
OFFICE DEPOT	414355	30-Sep-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	EL Progs and Stud Achievement	\$ 165.38
OFFICE DEPOT	414357	30-Sep-2019	OFFIICE SUPPLIES	010730 SC-Early Learning (PreK-gr 6)	Garfield Elementary	\$ 458.39
OFFICE DEPOT	414361	30-Sep-2019	OFFIICE SUPPLIES	016500 Special Education	Garfield Elementary	\$ 234.00
OFFICE DEPOT	414600	02-Oct-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Garfield Elementary	\$ 485.68
OFFICE DEPOT	414129	26-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Godinez Fundamental High	\$ 1,730.64
OFFICE DEPOT	414174	26-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Greenville Fundamental Elem	\$ 448.15
OFFICE DEPOT	414841	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Greenville Fundamental Elem	\$ 312.56
OFFICE DEPOT	414853	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Greenville Fundamental Elem	\$ 614.47
OFFICE DEPOT	414359	30-Sep-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Harvey Elementary	\$ 514.67
OFFICE DEPOT	414315	27-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 335.00
OFFICE DEPOT	414316	27-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 359.18

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
OFFICE DEPOT	414327	30-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 35.38
OFFICE DEPOT	414536	02-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 164.65
OFFICE DEPOT	414073	25-Sep-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Kennedy Elementary	\$ 60.16
OFFICE DEPOT	414254	27-Sep-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Kennedy Elementary	\$ 287.47
OFFICE DEPOT	414880	08-Oct-2019	OFFIICE SUPPLIES	016500 Special Education	Kennedy Elementary	\$ 82.99
OFFICE DEPOT	414813	07-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	\$ 48.77
OFFICE DEPOT	414497	01-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lorin Grisct Academy	\$ 154.52
OFFICE DEPOT	414314	27-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Lowell Elementary	\$ 590.94
OFFICE DEPOT	414165	26-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 39.31
OFFICE DEPOT	414858	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 17.44
OFFICE DEPOT	414075	25-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	McFadden Intermediate	\$ 427.28
OFFICE DEPOT	414168	26-Sep-2019	OFFIICE SUPPLIES	016512 Special Ed: Mental Health Services	McFadden Intermediate	\$ 121.58
OFFICE DEPOT	414494	01-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 83.02
OFFICE DEPOT	414495	01-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 113.91
OFFICE DEPOT	414496	01-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 278.20
OFFICE DEPOT	414517	02-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 1,243.50
OFFICE DEPOT	414305	27-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Middle College High	\$ 218.99
OFFICE DEPOT	414272	27-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mitchell Child Development	\$ 123.22

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
OFFICE DEPOT	414846	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mitchell Child Development	\$ 412.61
OFFICE DEPOT	414329	30-Sep-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Monroe Elementary	\$ 653.64
OFFICE DEPOT	414307	27-Sep-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 301.05
OFFICE DEPOT	414577	02-Oct-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 10.31
OFFICE DEPOT	414811	07-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Muir Fundamental Elem	\$ 40.72
OFFICE DEPOT	414805	07-Oct-2019	OFFIICE SUPPLIES	010735 SC-Mental Health Redesign (Elementary)	Pupil Support Services	\$ 10.93
OFFICE DEPOT	414807	07-Oct-2019	OFFIICE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Pupil Support Services	\$ 43.66
OFFICE DEPOT	414847	08-Oct-2019	OFFIICE SUPPLIES	015630 Education for Homeless Children and Youth	Pupil Support Services	\$ 459.99
OFFICE DEPOT	414803	07-Oct-2019	OFFIICE SUPPLIES	010042 WASC (was FdRes 010031)	Reach Academy	\$ 241.77
OFFICE DEPOT	414836	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Romero-Cruz Academy	\$ 121.22
OFFICE DEPOT	414850	08-Oct-2019	OFFIICE SUPPLIES	016500 Special Education	Romero-Cruz Academy	\$ 140.96
OFFICE DEPOT	414356	30-Sep-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Romero-Cruz Elementary	\$ 59.27
OFFICE DEPOT	414855	08-Oct-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Roosevelt Elementary	\$ 130.31
OFFICE DEPOT	414081	25-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santa Ana High	\$ 17.22
OFFICE DEPOT	414809	07-Oct-2019	OFFIICE SUPPLIES	015868 21st Century ASSETS (roll-up 4124)	Santa Ana High	\$ 89.51
OFFICE DEPOT	414810	07-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santa Ana High	\$ 97.71
OFFICE DEPOT	414832	08-Oct-2019	OFFIICE SUPPLIES	015868 21st Century ASSETS (roll-up 4124)	Santa Ana High	\$ 249.41
OFFICE DEPOT	414152	26-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Segerstrom High	\$ 623.07

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
OFFICE DEPOT	414806	07-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Segerstrom High	\$ 103.35
OFFICE DEPOT	414859	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Segerstrom High	\$ 45.70
OFFICE DEPOT	414070	25-Sep-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Sepulveda Elementary	\$ 54.16
OFFICE DEPOT	414552	02-Oct-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Sepulveda Elementary	\$ 140.33
OFFICE DEPOT	414309	27-Sep-2019	OFFIICE SUPPLIES	016500 Special Education	Special Education	\$ 3,591.70
OFFICE DEPOT	414470	01-Oct-2019	OFFIICE SUPPLIES	016500 Special Education	Special Education	\$ 23.57
OFFICE DEPOT	414819	07-Oct-2019	OFFIICE SUPPLIES	016500 Special Education	Special Education	\$ 546.78
OFFICE DEPOT	414790	07-Oct-2019	OFFIICE SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	Special Projects/Wellness	\$ 147.36
OFFICE DEPOT	414352	30-Sep-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Taft Elementary	\$ 51.87
OFFICE DEPOT	414369	30-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Taft Elementary	\$ 36.60
OFFICE DEPOT	414783	07-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 89.93
OFFICE DEPOT	414785	07-Oct-2019	OFFIICE SUPPLIES	016500 Special Education	Valley High	\$ 87.38
OFFICE DEPOT	414869	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 126.96
OFFICE DEPOT	414870	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 87.37
OFFICE DEPOT	414833	08-Oct-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Villa Fundamental Intern	\$ 331.48
OFFICE DEPOT	414837	08-Oct-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Villa Fundamental Intern	\$ 130.40
OFFICE DEPOT	414271	27-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Walker Elementary	\$ 18.10
OFFICE DEPOT	414604	02-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Walker Elementary	\$ 39.30

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
OFFICE DEPOT	414542	02-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Willard Intermediate	\$ 23.23
OFFICE DEPOT	414796	07-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Willard Intermediate	\$ 42.60
OFFICE DEPOT	414840	08-Oct-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Willard Intermediate	\$ 70.86
OFFICE DEPOT	414842	08-Oct-2019	OFFIICE SUPPLIES	016010 After School Education and Safety (ASES)	Willard Intermediate	\$ 767.56
OFFICE DEPOT	414082	25-Sep-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Wilson Elementary	\$ 228.21
OFFICE DEPOT	414372	30-Sep-2019	OFFIICE SUPPLIES	016500 Special Education	Wilson Elementary	\$ 126.52
OFFICE DEPOT	414808	07-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Wilson Elementary	\$ 110.26
OFFICE DEPOT	414835	08-Oct-2019	OFFIICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Wilson Elementary	\$ 45.33
OFFICE DEPOT	414862	08-Oct-2019	OFFIICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Wilson Elementary	\$ 77.53
OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	414524	02-Oct-2019	OFFIICE SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 110.27
OLVERITAS INC. dba OLVERITAS VILLAGE	414230	26-Sep-2019	VAPA SUPPLIES	010732 SC-SanArts	Visual and Performing Arts	\$ 142.17
OneOC	414342	30-Sep-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Kennedy Elementary	\$ 6,500.00
OneOC	414781	07-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Santiago Elementary	\$ 3,250.00
OneOC	414330	30-Sep-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Washington Elementary	\$ 7,800.00
ORANGE COAST HARDWARE AND LUMBER CO., INC.	414757	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 2,930.51
ORANGE COUNTY DEPARTMENT OF EDUCATION	414214	26-Sep-2019	CONFERENCE	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 450.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	414099	25-Sep-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 190.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	414217	26-Sep-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Middle College High	\$ 350.00

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
ORANGE COUNTY DEPARTMENT OF EDUCATION	414162	26-Sep-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Muir Fundamental Elem	\$ 129.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	414162	26-Sep-2019	CONFERENCE	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 51.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	414107	26-Sep-2019	CONFERENCE	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Segerstrom High	\$ 300.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	414883	08-Oct-2019	CONFERENCE	015640 Medi-Cal Billing Option	Speech Department	\$ 100.00
ORANGE COUNTY LAW ENFORCEMENT EXPLORER ADVISORS' ASSOCIATION	414464	01-Oct-2019	TOURNAMENT FEE	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 800.00
ORANGE COUNTY OPERA, INC.	414756	07-Oct-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 925.00
ORANGE COUNTY SHERIFFS DEPARTMENT	414147	26-Sep-2019	CONFERENCE	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 105.80
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS dba ORANGE COUNTY DEPARTMENT OF EDUCATION	414242	26-Sep-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Lorin Griset Academy	\$ 150.00
ORIENTAL TRADING COMPANY, INC.	414797	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Edison Elementary	\$ 731.41
ORIENTAL TRADING COMPANY, INC.	414156	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Heroes Elementary	\$ 458.47
ORIENTAL TRADING COMPANY, INC.	414828	08-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Jackson Elementary	\$ 101.47
ORIENTAL TRADING COMPANY, INC.	414816	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 61.76
ORIENTAL TRADING COMPANY, INC.	414827	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016010 After School Education and Safety (ASES)	Monte Vista Elementary	\$ 930.96
ORIENTAL TRADING COMPANY, INC.	414155	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Muir Fundamental Elem	\$ 215.09
ORIENTAL TRADING COMPANY, INC.	414382	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015640 Medi-Cal Billing Option	Speech Department	\$ 77.95
ORIENTAL TRADING COMPANY, INC.	414383	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Thorpe Fundamental Elem	\$ 204.12
ORIENTAL TRADING COMPANY, INC.	414409	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016500 Special Education	Wilson Elementary	\$ 202.63
PADRES UNIDOS	414344	30-Sep-2019	CONSULTANT	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Kennedy Elementary	\$ 8,500.00

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
PADRES UNIDOS	414778	07-Oct-2019	CONSULTANT	010730 SC-Early Learning (PreK-gr 6)	Lowell Elementary	\$ 39,200.00
PALOS SPORTS, INC.	414149	26-Sep-2019	RECESS SUPPLIES	010031 Unrestricted One-time Funds	Esqueda Elementary	\$ 243.09
PALOS SPORTS, INC.	414150	26-Sep-2019	RECESS SUPPLIES	010031 Unrestricted One-time Funds	Esqueda Elementary	\$ 481.98
PALOS SPORTS, INC.	414144	26-Sep-2019	RECESS SUPPLIES	010031 Unrestricted One-time Funds	Monte Vista Elementary	\$ 1,030.37
PASCO SCIENTIFIC	414723	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 203.19
PATRICK CONNOLLY	414091	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 4,300.00
PATRIOT ENVIRONMENTAL SERVICES, INC.	414167	26-Sep-2019	SAFETY SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Services	\$ 10,000.00
PAUL CUSHING GOLF COURSE AND SPORTS TURF AGRONOMIC SERVICES	414614	03-Oct-2019	GROUNDS SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Services	\$ 3,000.00
PEARISON, INC. dba BAND SHOPPE	414746	07-Oct-2019	VAPA SUPPLIES	010030 Unrestricted Discretionary Accounts	Valley High	\$ 289.88
PEARSON ASSESSMENTS	414051	25-Sep-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 14,896.77
PEARSON ASSESSMENTS	414736	07-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 914.74
PEARSON ASSESSMENTS	414745	07-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 1,269.46
PEARSON ASSESSMENTS	414566	02-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Speech Department	\$ 3,058.37
PEARSON DENTAL SUPPLY, INC.	414573	02-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 993.89
PEARSON DENTAL SUPPLY, INC.	414573	02-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 180.61
PEARSON NCS	414094	25-Sep-2019	ONLINE PROGRAM ACCESS	010704 SC-Dept. LCFF-Supplemental/Concentration	Research and Evaluation	\$ 43,672.69
PERFECTION LEARNING	414514	02-Oct-2019	STUDENT TESTING SUPPLES	010030 Unrestricted Discretionary Accounts	Saddleback High	\$ 24.83
PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	414518	02-Oct-2019	CLASSROOM BOOKS	014127 ESEA (ESSA) Title IV, Part A, Student Support and Academic Enrichment Grants	Monroe Elementary	\$ 11,347.14

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	414416	30-Sep-2019	CLASSROOM BOOKS	010030 Unrestricted Discretionary Accounts	Washington Elementary	\$ 253.70
PLACER COUNTY OFFICE OF EDUCATION	414159	26-Sep-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Walker Elementary	\$ 350.00
PLAY WITH A PURPOSE	414408	30-Sep-2019	CLASSROOM FURNITURE	016515 Special Ed: Infant Discretionary Fund (frm 3330)	Taft Elementary	\$ 1,447.20
PLAYERS CHOICE	414115	26-Sep-2019	STUDENT AWARDS	015210 Head Start	Child Development	\$ 1,455.73
PLAYERS CHOICE	414249	26-Sep-2019	STUDENT AWARDS	010030 Unrestricted Discretionary Accounts	Godinez Fundamental High	\$ 744.07
PLAYERS CHOICE	414627	03-Oct-2019	STUDENT AWARDS	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 55.94
PMW ASSOCIATES	414175	26-Sep-2019	CONFERENCE	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 393.00
PORTOLA HIGH SCHOOL	414058	25-Sep-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Santa Ana High	\$ 350.00
PRB CONSTRUCTION	414689	04-Oct-2019	KING LUNCH SHELTER	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 9,580.00
PRINGLES DRAPERIES AND BLINDS	414654	03-Oct-2019	WINDOW COVERINGS	010030 Unrestricted Discretionary Accounts	Thorpe Fundamental Elem	\$ 409.72
PRINT & FINISHING SOLUTIONS	414616	03-Oct-2019	PRINT SHOP SUPPLIES	010000 Fund 01 General Fund	Publications	\$ 16,317.58
PRO-ED	414285	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016515 Special Ed: Infant Discretionary Fund (frm 3330)	Taft Elementary	\$ 48.07
PROJECT LEAD THE WAY, INC.	414092	25-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	019159 PLTW (Project Lead The Way, Inc.)	Advanced Learning Academy	\$ 1,200.00
PROJECT LEAD THE WAY, INC.	414121	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 1,581.95
PROJECT LEAD THE WAY, INC.	414234	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 3,000.00
PROJECT LEAD THE WAY, INC.	414232	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	019168 Circulos	K-12 Teaching and Learning	\$ 2,400.00
PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.	414532	02-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 391.29
RAPTOR TECHNOLOGIES, LLC	414066	25-Sep-2019	SAFETY SUPPLIES	010030 Unrestricted Discretionary Accounts	Monte Vista Elementary	\$ 218.50

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RAPTOR TECHNOLOGIES, LLC	414333	30-Sep-2019	SAFETY SUPPLIES	010731 SC-LCFF-Supplemental/Concentration - One-time Funds	Risk Management	\$ 4,459.59
RC MASONRY	414617	03-Oct-2019	CONCRET REMOVAL GARFIELD	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 4,980.00
RC MASONRY	414620	03-Oct-2019	CONCRETE REPAIR ROMERO CRUZ	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 1,500.00
REALLY GOOD STUFF, INC.	414384	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Esqueda Elementary	\$ 538.36
REALLY GOOD STUFF, INC.	414067	25-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Greenville Fundamental Elem	\$ 591.35
REALLY GOOD STUFF, INC.	414618	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Lincoln Elementary	\$ 256.60
REALLY GOOD STUFF, INC.	414325	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 36.01
RENAISSANCE LEARNING, INC.	414345	30-Sep-2019	ONLINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Kennedy Elementary	\$ 6,950.00
RENAISSANCE LEARNING, INC.	414340	30-Sep-2019	ONLINE PROGRAM ACCESS	016300 Lottery: Instructional Materials	Secondary Curriculum & Instruction	\$ 727.50
RENAISSANCE LEARNING, INC.	414341	30-Sep-2019	ONLINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Valley High	\$ 1,685.00
RGB SYSTEMS, INC. dba EXTRON ELECTRONICS	414888	08-Oct-2019	A/V SUPPLIES	018150 Ongoing & Major Maintenance Account	Building Seives	\$ 7,000.00
RICHARDS INVESTMENTS, INC. dba HANDS-ON TASKS INC.	414472	01-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	016500 Special Education	Saddleback High	\$ 279.18
ROCHESTER 100, INC.	414380	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	019999 Donations (Miscellaneous)	Lincoln Elementary	\$ 74.73
ROSETTA STONE, LTD.	414339	30-Sep-2019	ONLINE PROGRAM ACCESS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 6,329.00
S & S WORLDWIDE, INC.	414142	26-Sep-2019	RECESS SUPPLIES	016010 After School Education and Safety (ASES)	Lathrop Intermediate	\$ 292.42
S & S WORLDWIDE, INC.	414250	26-Sep-2019	RECESS SUPPLIES	010030 Unrestricted Discretionary Accounts	Sierra Preparatory Academy	\$ 22.92
SAMYS CAMERA	414138	26-Sep-2019	A/V SUPPLIES	016387 CTE Incentive Grant Program	Career Technical Education	\$ 327.53
SCHOLASTIC INC.	414748	07-Oct-2019	CLASSROOM BOOKS	016500 Special Education	Mitchell Child Development	\$ 859.82

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SCHOLASTIC, INC.	414054	25-Sep-2019	CLASSROOM BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 901.23
SCHOLASTIC, INC.	414055	25-Sep-2019	CLASSROOM BOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 535.88
SCHOOL HEALTH CORPORATION	414571	02-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Carver Elementary	\$ 114.45
SCHOOL HEALTH CORPORATION	414731	07-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Edison Elementary	\$ 40.54
SCHOOL HEALTH CORPORATION	414153	26-Sep-2019	NURSE SUPPLIES	015640 Medi-Cal Billing Option	Health/Home-Hospital Instr	\$ 8,303.00
SCHOOL HEALTH CORPORATION	414733	07-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	King Elementary	\$ 261.15
SCHOOL HEALTH CORPORATION	414732	07-Oct-2019	NURSE SUPPLIES	016500 Special Education	Mitchell Child Development	\$ 140.26
SCHOOL NURSE SUPPLY, INC	414641	03-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Godinez Fundamental High	\$ 48.58
SCHOOL NURSE SUPPLY, INC	414644	03-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Heninger Elementary	\$ 44.22
SCHOOL NURSE SUPPLY, INC	414635	03-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Martin Elementary	\$ 456.09
SCHOOL NURSE SUPPLY, INC	414638	03-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Sepulveda Elementary	\$ 379.87
SCHOOL NURSE SUPPLY, INC	414639	03-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Sepulveda Elementary	\$ 108.11
SCHOOL OUTFITTERS, LLC	414124	26-Sep-2019	CLASSROOM FURNITURE	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,231.03
SCHOOL OUTFITTERS, LLC	414651	03-Oct-2019	CLASSROOM FURNITURE	016500 Special Education	Mitchell Child Development	\$ 47.80
SCHOOL OUTFITTERS, LLC	414123	26-Sep-2019	CLASSROOM FURNITURE	010730 SC-Early Learning (PreK-gr 6)	Monroe Elementary	\$ 1,383.11
SCHOOL SPECIALTY PUBLISHING	414769	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Greenville Fundamental Elem	\$ 626.55
SCHOOL SPECIALTY PUBLISHING	414773	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Greenville Fundamental Elem	\$ 1,354.70
SCHOOL SPECIALTY/CLASSROOM DIRECT	414830	08-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Wilson Elementary	\$ 13.69

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SCIENTIFIC LEARNING CORPORATION	414371	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 3,605.25
SCIENTIFIC LEARNING CORPORATION	414445	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 10,900.00
SEGERSTROM HIGH SCHOOL	414540	02-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 200.00
SEGERSTROM HIGH SCHOOL WRESTLING CLUB	414545	02-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 200.00
SIERRA SCHOOL EQUIPMENT COMPANY	414717	07-Oct-2019	CLASSROOM FURNITURE	010053 SC-Family and Community Engagement (was Wellness Center)	Deputy Superintendent's Office	\$ 2,095.11
SIGNATURE PARTY RENTALS	414878	08-Oct-2019	EQUIPMENT RENTAL	010300 Department Unrestricted Discretionary Accounts	Superintendent's Office	\$ 1,834.64
SILICON VALLEY MATHEMATICS INITIATIVE, LLC	414244	26-Sep-2019	MEMBERSHIP	010300 Department Unrestricted Discretionary Accounts	Elementary Curriculum & Instruction	\$ 12,600.00
SOCIAL STUDIES SCHOOL SERVICE dba INTERACT; GOOD YEAR BOOKS; THE CENTER FOR LEARNING; MIND SPARKS; NYSTROM EDUCATION; CLASSROOM HEALTH RESOURCES; SCHOOL COUNSELORE RESOURCES; THE WRITING COMPANY	414579	02-Oct-2019	ONLINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Saddleback High	\$ 87.30
SOUTHERN CALIFORNIA UNIVERSITY OF HEALTH SCIENCES	414241	26-Sep-2019	FIELD TRIP	010030 Unrestricted Discretionary Accounts	Lorin Grisct Academy	\$ 575.00
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414851	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carr Intermediate	\$ 297.99
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414313	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	015210 Head Start	Child Development	\$ 370.74
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414312	27-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Edison Elementary	\$ 449.10
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414712	04-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010000 Fund 01 General Fund	Fairview Warehouse	\$ 453.99
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414854	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	MacArthur Fundamental Intern	\$ 110.46
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414557	02-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 266.00
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414792	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 51.65
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414860	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 978.76

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SOUTHWEST SCHOOL AND OFFICE SUPPLY	414821	07-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016500 Special Education	Valley High	\$ 151.97
SOUTHWEST SCHOOL AND OFFICE SUPPLY	414838	08-Oct-2019	CLASSROOM AND OFFICE SUPPLIES	016010 After School Education and Safety (ASES)	Washington Elementary	\$ 69.83
SPINITAR, INC.	414761	07-Oct-2019	OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Villa Fundamental Intern	\$ 330.98
SPORTDECALS, INC. dba SPORTDECALS, ABSOLUTELY CUSTOM, GALAPAGOS, PROCALS	414563	02-Oct-2019	SCREEN PRINTING	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 1,418.07
STAPLES BUSINESS ADVANTAGE	414528	02-Oct-2019	OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 52.10
STAPLES BUSINESS ADVANTAGE	414318	27-Sep-2019	OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 48.75
STAPLES BUSINESS ADVANTAGE	414323	27-Sep-2019	OFFICE SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 51.42
STAPLES BUSINESS ADVANTAGE	414102	25-Sep-2019	OFFICE SUPPLIES	010030 Unrestricted Discretionary Accounts	Wilson Elementary	\$ 45.85
STARFALL EDUCATION FOUNDATION	414236	26-Sep-2019	ONLINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Madison Elementary	\$ 270.00
STEMFINITY, LLC dba STEMFINITY	414469	01-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 5,001.10
SUBWAY	414177	26-Sep-2019	CATERING	010704 SC-Dept. LCFF-Supplemental/Concentration	School Climate	\$ 1,000.00
SUPER DUPER PUBLICATIONS	414130	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015640 Medi-Cal Billing Option	Speech Department	\$ 250.03
SUPER DUPER PUBLICATIONS	414131	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015640 Medi-Cal Billing Option	Speech Department	\$ 390.92
SUPER DUPER PUBLICATIONS	414133	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	016500 Special Education	Speech Department	\$ 6,859.83
SUPER DUPER PUBLICATIONS	414135	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015640 Medi-Cal Billing Option	Speech Department	\$ 177.89
SUPER DUPER PUBLICATIONS	414584	02-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	015640 Medi-Cal Billing Option	Speech Department	\$ 101.55
TANAKA FARMS	414226	26-Sep-2019	FIELD TRIP	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Heninger Elementary	\$ 2,117.00
TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	414279	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 241.15

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TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	414419	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 10.93
TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	414419	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 504.66
TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	414288	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	010030 Unrestricted Discretionary Accounts	Lorin Grisct Academy	\$ 64.44
TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	414059	25-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 79.97
TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	414120	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Muir Fundamental Elem	\$ 83.36
TEXTBOOK WAREHOUSE, LLC	414255	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 624.46
TEXTBOOK WAREHOUSE, LLC	414294	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 812.17
TEXTBOOK WAREHOUSE, LLC	414297	27-Sep-2019	TEXTBOOKS	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 1,509.62
THE EXECUTIVE CORPORATION dba THE EXECUTIVE ADVERTISING (OR) THE EXECUTIVEADVERTISING.COM	414458	01-Oct-2019	STUDENT INCENTIVES	010030 Unrestricted Discretionary Accounts	Santa Ana High	\$ 390.22
THE KENNEDY CENTER	414311	27-Sep-2019	FIELD TRIP	010039 One-Time Carryover Funds	Sierra Preparatory Academy	\$ 4,000.00
THE KENNEDY CENTER	414097	25-Sep-2019	FIELD TRIP	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	\$ 2,925.00
THE ORANGE LEAGUE	414454	01-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Century High	\$ 1,750.00
THE PROPHET CORORATION dba GOPHER SPORT, PLAY WITH A PURPOSE, GOPHER PERFORMANCE AND MOVING MINDS	414739	07-Oct-2019	RECESS SUPPLIES	010030 Unrestricted Discretionary Accounts	Diamond Elementary	\$ 954.83
THE PROPHET CORORATION dba GOPHER SPORT, PLAY WITH A PURPOSE, GOPHER PERFORMANCE AND MOVING MINDS	414065	25-Sep-2019	ATHLETIC SUPPLIES	010030 Unrestricted Discretionary Accounts	Godinez Fundamental High	\$ 19,780.10
THE PROPHET CORORATION dba GOPHER SPORT, PLAY WITH A PURPOSE, GOPHER PERFORMANCE AND MOVING MINDS	414583	02-Oct-2019	RECESS SUPPLIES	016010 After School Education and Safety (ASES)	Lathrop Intermediate	\$ 345.78
THE PROPHET CORORATION dba GOPHER SPORT, PLAY WITH A PURPOSE, GOPHER PERFORMANCE AND MOVING MINDS	414581	02-Oct-2019	RECESS SUPPLIES	019996 Fundraiser (Non ASB-PTA Deposits)	MacArthur Fundamental Intern	\$ 1,762.86

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THE PROPHET CORORATION dba GOPHER SPORT, PLAY WITH A PURPOSE, GOPHER PERFORMANCE AND MOVING MINDS	414741	07-Oct-2019	RECESS SUPPLIES	010030 Unrestricted Discretionary Accounts	McFadden Intermediate	\$ 562.49
THE PROPHET CORORATION dba GOPHER SPORT, PLAY WITH A PURPOSE, GOPHER PERFORMANCE AND MOVING MINDS	414063	25-Sep-2019	RECESS SUPPLIES	016500 Special Education	Psychological Services/APE	\$ 293.99
THINKMAP, INC dba VOCABULARY.COM	414856	08-Oct-2019	ONLINE PROGRAM ACCESS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Godinez Fundamental High	\$ 10,400.00
TIME FOR KIDS	414096	25-Sep-2019	CLASSROOM BOOKS	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Wilson Elementary	\$ 148.50
TPRS PUBLISHING, INC. dba FLUENCY MATTERS	414110	26-Sep-2019	TEXTBOOKS	010030 Unrestricted Discretionary Accounts	Segerstrom High	\$ 213.04
TRIARCO ARTS AND CRAFTS, LLC dba TRIARCO ARTS & CRAFTS/RIARCO/GOOD TIME ATTRACTIONS/GTA/BENTON-KIRBY	414834	08-Oct-2019	VAPA SUPPLIES	010030 Unrestricted Discretionary Accounts	Godinez Fundamental High	\$ 198.51
TURNITIN, LLC	414611	03-Oct-2019	ONLINE PROGRAM ACCESS	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 7,445.00
UC REGENTS	414083	25-Sep-2019	CONFERENCE	010030 Unrestricted Discretionary Accounts	Middle College High	\$ 450.00
ULINE SHIPPING SUPPLIES	414630	03-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 262.89
ULINE SHIPPING SUPPLIES	414592	02-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	015210 Head Start	Child Development	\$ 287.05
ULINE SHIPPING SUPPLIES	414170	26-Sep-2019	FACILITIES MAINTENANCE SUPPLIES	010300 Department Unrestricted Discretionary Accounts	Purchasing	\$ 108.68
US BANK	414221	26-Sep-2019	CAL CARD BILLING	010030 Unrestricted Discretionary Accounts	Esqueda Elementary	\$ 76.48
US BANK	414221	26-Sep-2019	CAL CARD BILLING	010030 Unrestricted Discretionary Accounts	Godinez Fundamental High	\$ 190.00
US BANK	414221	26-Sep-2019	CAL CARD BILLING	010031 Unrestricted One-time Funds	Greenville Fundamental Elem	\$ 89.55
US BANK	414221	26-Sep-2019	CAL CARD BILLING	010030 Unrestricted Discretionary Accounts	Santiago Elementary	\$ 273.13
US BANK	414221	26-Sep-2019	CAL CARD BILLING	010300 Department Unrestricted Discretionary Accounts	Secondary Curriculum & Instruction	\$ 60.00
US BANK	414221	26-Sep-2019	CAL CARD BILLING	010030 Unrestricted Discretionary Accounts	Segerstrom High	\$ 1,512.46

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US BANK	414221	26-Sep-2019	CAL CARD BILLING	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	\$ 500.00
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	018150 Ongoing & Major Maintenance Account	Building Services	\$ 21,660.00
VERIZON WIRELESS	414857	08-Oct-2019	CELL PHONE	018150 Ongoing & Major Maintenance Account	Building Services	\$ 439.50
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	010300 Department Unrestricted Discretionary Accounts	K-12 Sch Performance & Culture	\$ 2,508.00
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	010300 Department Unrestricted Discretionary Accounts	Purchasing	\$ 456.00
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 5,163.12
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	010300 Department Unrestricted Discretionary Accounts	Technology Innovation Services	\$ 2,052.00
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	010300 Department Unrestricted Discretionary Accounts	Transportation	\$ 4,104.00
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	\$ 912.00
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	013550 Carl D Perkins Section 131 Career and Technical Education act of 1998	Vocational Education	\$ 684.00
VERONICA BARNES	414086	25-Sep-2019	REIMBURSEMENT	014035 Title II-Part A Improving Teacher Quality	Nonpublic Schools	\$ 1,387.01
VILLA PARK HIGH SCHOOL	414544	02-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 250.00
VIRCO, INC.	414610	03-Oct-2019	CLASSROOM FURNITURE	010030 Unrestricted Discretionary Accounts	Seegerstrom High	\$ 2,451.24
VISION STAR MEDIA, LLC	414780	07-Oct-2019	CONSULTANT	019100 ASCIP Loss Control Grant	Risk Management	\$ 27,500.00
VOYAGER SOPRIS LEARNING, INC.	414292	27-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 2,617.54
VOYAGER SOPRIS LEARNING, INC.	414430	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 759.78
VOYAGER SOPRIS LEARNING, INC.	414430	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 75.98
VWR FUNDING, INC. dba VWR INTERNATIONAL, LLC 1	414412	30-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	014203 Title III Limited English Proficiency LEP Student Program	EL Progs and Stud Achievement	\$ 86.44

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Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
WAXIE SANITARY SUPPLY	414713	04-Oct-2019	FACILITIES MAINTENANCE SUPPLIES	015210 Head Start	Child Development	\$ 3,190.15
WEST COAST FIRE & INTEGRATION, INC.	414467	01-Oct-2019	SPRINKLER SYSTEM MAINTENANCE	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 594.32
WEST MUSIC	414523	02-Oct-2019	VAPA SUPPLIES	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	\$ 35,294.67
WESTERN HIGH SCHOOL	414546	02-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 475.00
WESTERN PSYCHOLOGICAL SERVICES	414555	02-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 178.32
WESTERN PSYCHOLOGICAL SERVICES	414559	02-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 178.32
WESTERN PSYCHOLOGICAL SERVICES	414560	02-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 562.92
WESTERN PSYCHOLOGICAL SERVICES	414572	02-Oct-2019	STUDENT ASSESSMENTS	016500 Special Education	Psychological Services/APE	\$ 242.76
WESTMINSTER HIGH SCHOOL	414547	02-Oct-2019	TOURNAMENT FEE	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 400.00
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	018150 Ongoing & Major Maintenance Account	Building Sevices	\$ 18,608.79
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010808 SC-Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Career Technical Education	\$ 104.63
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010703 SC-LCFF-Supplemental/Concentration	Century High	\$ 140.38
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010704 SC-Dept. LCFF-Supplemental/Concentration	Classified Prof Dev	\$ 23.97
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010704 SC-Dept. LCFF-Supplemental/Concentration	Communications Office	\$ 56.71
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities/Governmtl Relations	\$ 166.66
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010300 Department Unrestricted Discretionary Accounts	Fairview Warehouse	\$ 1,750.48
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010703 SC-LCFF-Supplemental/Concentration	Godinez Fundamental High	\$ 180.04
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010300 Department Unrestricted Discretionary Accounts	Purchasing	\$ 50.19

Fund 01

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010703 SC-LCFF-Supplemental/Concentration	Saddleback High	\$ 158.82
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010703 SC-LCFF-Supplemental/Concentration	Santa Ana High	\$ 153.06
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$ 5,819.21
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010703 SC-LCFF-Supplemental/Concentration	Seegerstrom High	\$ 167.79
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010300 Department Unrestricted Discretionary Accounts	Technology Innovation Services	\$ 149.49
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010300 Department Unrestricted Discretionary Accounts	Transportation	\$ 450.39
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	010703 SC-LCFF-Supplemental/Concentration	Valley High	\$ 22.00
WILLIAM V. MACGILL & CO. dba MACGILL & CO.	414653	03-Oct-2019	NURSE SUPPLIES	010030 Unrestricted Discretionary Accounts	Mendez Fundamental Intern	\$ 139.88
WONDER WORKSHOP, INC.	414749	07-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Villa Fundamental Intern	\$ 3,500.00
Grand Total:						\$ 2,281,233.39

Fund 09

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414093	25-Sep-2019	CLASSROOM AND OFFICE SUPPLIES	090030 Fund 09 Discretionary Accounts	Advanced Learning Academy	\$ 452.84
CAROLINA BIOLOGICAL SUPPLY COMPANY	414136	26-Sep-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	090030 Fund 09 Discretionary Accounts	Advanced Learning Academy	\$ 615.15
GHA TECHNOLOGIES, INC.	414701	04-Oct-2019	COMPUTER SUPPLIES	090030 Fund 09 Discretionary Accounts	Advanced Learning Academy	\$ 711.22
THE PROPHET CORORATION dba GOPHER SPORT, PLAY WITH A PURPOSE, GOPHER PERFORMANCE AND MOVING MINDS	414582	02-Oct-2019	RECESS SUPPLIES	090030 Fund 09 Discretionary Accounts	Advanced Learning Academy	\$ 270.07
Grand Total:						\$ 2,049.28

Fund 12

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
CDW GOVERNMENT INC	414703	04-Oct-2019	COMPUTER SUPPLIES	126105 Child Development: CA State Preschool Prog	Davis Elementary	\$ 483.43
CDW GOVERNMENT INC	414706	04-Oct-2019	COMPUTER SUPPLIES	126105 Child Development: CA State Preschool Prog	Early Childhood Education	\$ 483.43
CDW GOVERNMENT INC	414704	04-Oct-2019	COMPUTER SUPPLIES	126105 Child Development: CA State Preschool Prog	Garfield Elementary	\$ 483.43
CDW GOVERNMENT INC	414705	04-Oct-2019	COMPUTER SUPPLIES	126105 Child Development: CA State Preschool Prog	Washington Elementary	\$ 483.43
LAKESHORE LEARNING MATERIALS	414652	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	126105 Child Development: CA State Preschool Prog	Diamond Elementary	\$ 403.93
LAKESHORE LEARNING MATERIALS	414655	03-Oct-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	126105 Child Development: CA State Preschool Prog	Heninger Elementary	\$ 228.21
OFFICE DEPOT	414881	08-Oct-2019	OFFICE SUPPLIES	126105 Child Development: CA State Preschool Prog	Diamond Elementary	\$ 28.20
OFFICE DEPOT	414362	30-Sep-2019	OFFICE SUPPLIES	126105 Child Development: CA State Preschool Prog	Early Childhood Education	\$ 529.27
Grand Total:						\$ 3,123.33

Fund 13

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414764	07-Oct-2019	OFFICE SUPPLIES	135310 Child Nutrition: School Programs	Nutrition Services	\$ 1,402.33
AMAZON CAPITAL SERVICES, INC.	414843	08-Oct-2019	OFFICE SUPPLIES	135310 Child Nutrition: School Programs	Nutrition Services	\$ 863.83
CDW GOVERNMENT INC	414688	04-Oct-2019	COMPUTER SUPPLIES	135310 Child Nutrition: School Programs	Nutrition Services	\$ 862.38
OFFICE DEPOT	414690	04-Oct-2019	OFFICE SUPPLIES	135310 Child Nutrition: School Programs	Nutrition Services	\$ 805.66
SCHOOL NUTRITION ASSOCIATION	414892	08-Oct-2019	POSTERS	135310 Child Nutrition: School Programs	Nutrition Services	\$ 501.03
VERIZON WIRELESS	414296	27-Sep-2019	VEHICLE GPS SERVICE	135310 Child Nutrition: School Programs	Nutrition Services	\$ 5,244.00
WEX BANK dba WRIGHT EXPRESS FSC	414693	04-Oct-2019	DISTRICT FUEL CARD	135310 Child Nutrition: School Programs	Nutrition Services	\$ 6,023.06
Grand Total:						\$ 15,702.29

Fund 14

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
COMMERCIAL DOOR OF ORANGE COUNTY, INC.	414473	01-Oct-2019	DOOR REPAIRS DO	140000 Fund 14 Deferred Maintenance Fund	Building Sevices	\$ 1,088.79
MY TREE EXPERTS	414599	02-Oct-2019	TREE TRIMMING	140000 Fund 14 Deferred Maintenance Fund	Building Sevices	\$ 2,795.00
NEW HORIZONS CONTRACTING, INC.	414710	04-Oct-2019	HAZMAT DISPOSAL	140000 Fund 14 Deferred Maintenance Fund	Saddleback High	\$ 900.00
RELIABLE DELIVERY SERVICE, INC.	414570	02-Oct-2019	CONTANIER RELOCATION	140000 Fund 14 Deferred Maintenance Fund	Valley High	\$ 400.00
Grand Total:						\$ 5,183.79

Fund 22

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
COLBI TECHNOLOGIES, INC.	414777	07-Oct-2019	SOFTWARE SUPPORT AND MAINTENANCE	229059 Fund 22 Measure I Series A 2018 GO Bond, Series A	Facilities/Governmtl Relations	\$ 17,300.00
DIVISION OF STATE ARCHITECT	414709	04-Oct-2019	DSA FEES	229059 Fund 22 Measure I Series A 2018 GO Bond, Series A	Jackson Elementary	\$ 12,450.00
Grand Total:						\$ 29,750.00

Fund 25

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
COOPERATIVE STRATEGIES, LLC	414668	04-Oct-2019	CONSULTANT	259000 Fund 25 Community Redevelopment Funds	Facilities/Governmtl Relations	\$ 25,000.00
FEDERAL TECHNOLOGY SOLUTIONS, INC.	414697	04-Oct-2019	NETWORK INSTALLATION/UPGRADE	259157 Fund 25 City Santa Ana Redevelopment	K-12 Sch Performance & Culture	\$ 70,317.64
GILBERT & STEARNS, INC.	414702	04-Oct-2019	HARVEY WELLNESS CENTER LOW VOLTAGE WORK/ELECTRICALINATALL FIRE ALARM UPGRADE	259157 Fund 25 City Santa Ana Redevelopment	K-12 Sch Performance & Culture	\$ 89,400.00
J B BOSTICK COMPANY INC	414588	02-Oct-2019	CONCRETE AND ASPHALT WORK DO	259000 Fund 25 Community Redevelopment Funds	Facilities/Governmtl Relations	\$ 68,950.00
J B BOSTICK COMPANY INC	414607	03-Oct-2019	CONCRETE REPAIR GARFIELD	259157 Fund 25 City Santa Ana Redevelopment	K-12 Sch Performance & Culture	\$ 6,110.00
Grand Total:						\$ 259,777.64

Fund 35

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
CASTLEROCK ENVIRONMENTAL, INC.	414203	26-Sep-2019	ASBESTOS ABATEMENT MUIR	357710 Fund 35 OPSC School Facilities Bond Projects	Muir Fundamental Elem	\$ 6,725.00
Grand Total:						\$ 6,725.00

Fund 40

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
CAPITOL ADVISORS GROUP, LLC	414831	08-Oct-2019	CONSULTANT	400000 Fund 40 Special Reserve Fund for Capital Outlay Projects	Facilities/Governmtl Relations	\$ 30,000.00
COOPERATIVE STRATEGIES, LLC	414668	04-Oct-2019	CONSULTANT	400000 Fund 40 Special Reserve Fund for Capital Outlay Projects	Facilities/Governmtl Relations	\$ 50,000.00
GOLD COAST FENCE, INC.	414568	02-Oct-2019	TEMPORARY FENCE SADDLEBACK	409036 Fund 40 Kitchen Remodeling	Saddleback High	\$ 3,480.94
Grand Total:						\$ 83,480.94

Fund 49

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
CULVER NEWLIN, INC.	414722	07-Oct-2019	CLASSROOM FURNITURE	499010 Fund 49 Misc	Hoover Elementary	\$ 855.53
Grand Total:						\$ 855.53

Fund 68

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
CAROLINA BIOLOGICAL SUPPLY COMPANY	414125	26-Sep-2019	LAB SAFETY EQUIPMENT	680000 Fund 68 Workers' Compensation	Risk Management	\$ 2,399.13
US BANK	414221	26-Sep-19	CAL CARD BILLING	680000 Fund 68 Workers' Compensation	Risk Management	\$ 48,151.94
Grand Total:						\$ 50,551.07

Fund 81

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site	Amount:
AMAZON CAPITAL SERVICES, INC.	414400	30-Sep-2019	OFFICE SUPPLIES	810000 Fund 81 Property & Liability	Risk Management	\$ 54.52
EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS, EAGLE AERIAL IMAGING	414666	04-Oct-2019	SITE AERIAL MAPPING	810000 Fund 81 Property & Liability	Risk Management	\$ 1,230.44
Grand Total:						\$ 1,284.96

9. APPROVAL OF CONSENT CALENDAR

Subject	9.15 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 25, 2019 through October 8, 2019
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	No fiscal impact.
Recommended Action	Ratify Expenditure Summary Report and Detailed Warrant Listing Report of all payments over \$25,000 for the period of September 25, 2019 through October 8, 2019.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07003 Accounting Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 25, 2019 through October 8, 2019

ITEM: Consent

SUBMITTED BY: Manoj Roychowdhury, Assistant Superintendent, Business Services

PREPARED BY: Kelli Levanger, Director, Accounting, Payroll and Student Attendance

ITEM SUMMARY:

- Snapshot of all warrants issued for period of September 25, 2019 through October 8, 2019
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Education Code 17604

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Expenditure Summary Report and Detailed Warrant Listing Report of all payments over \$25,000. Warrants are payments of expenditures previously approved through Board action.

RATIONALE:

The Expenditure Summary Report provides a summary of all warrants created during the period of September 25, 2019 through October 8, 2019 by funding source. The Detailed Warrant Listing Report of expenditures \$25,000 and over lists each individual warrant created by vendor for the period of September 25, 2019 through October 8, 2019. Expenditures contained in these reports have been Board approved through prior Purchase Order agenda approval submissions. The warrants listed reflect payments against these Purchase Orders.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Ratify Expenditure Summary Report and Detailed Warrant Listing Report of all payments over \$25,000 for the period of September 25, 2019 through October 8, 2019.

File Attachments

[Expenditures Summary Report.pdf \(184 KB\)](#)

[Warrant Listing.pdf \(176 KB\)](#)



Santa Ana Unified School District

Alan Rasmussen, Ed.D.

Richard Tauer

Interim Co-Superintendents of Schools

Date: October 8, 2019

To: Alan Rasmussen, Ed.D., Interim Co-Superintendent
Richard V. Tauer, Interim Co-Superintendent

From: Manoj Roychowdhury, Assistant Superintendent, Business Services

Subject: Expenditures Summary: From 25-SEP-2019 through 08-OCT-2019

010000 Fund 01 General Fund	\$5,531,567.08
090000 Fund 09 Charter School Fund	\$4,009.60
120000 Fund 12 Child Development	\$6,407.06
130000 Fund 13 Cafeteria Fund	\$1,263,671.67
220000 Fund 22 SAUSD GO Bond	\$154,758.40
250000 Fund 25 Capital Facilities Fund	\$532,939.34
350000 Fund 35 County School Facilities Fund	\$229,745.15
400000 Fund 40 Special Reserve Fund for Capital	\$67,459.02
680000 Fund 68 Workers' Compensation	\$127,066.98
690000 Fund 69 Health & Welfare	\$18,972,345.81
810000 Fund 81 Property & Liability	\$6,492.71

Total Expenditures: \$26,896,462.82

Prepared by: Accounting Department
Expenditures summary report includes all District payments.

1601 E. Chestnut Ave., Santa Ana, CA 92701, (714) 558-5501

BOARD OF EDUCATION

Valerie Amezcua, President • Rigo Rodriguez, Ph.D., Vice President
Alfonso Alvarez, Ed.D., Clerk • John Palacio, Member

SAUSD Board of Education Warrant Listing

September 25, 2019*

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
010000	Fund 01 General Fund		
84271418	JFK TRANSPORTATION		\$29,550.34
	010030 Unrestricted Discretionary Accounts	Chavez Continuation High	
		Godinez Fundamental High	
		Santa Ana High	
		Walker Elementary	
	010038 SC-Valley HS Academies	Valley High	
	010300 Department Unrestricted Discretionary Accounts	College and Career Readiness	
	010703 SC-LCFF-Supplemental/Concentration	Century High	
		Godinez Fundamental High	
		Saddleback High	
		Santa Ana High	
		Segerstrom High	
		Valley High	
	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	
	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Harvey Elementary	
		Heroes Elementary	
		Madison Elementary	
		Monroe Elementary	
	016512 Special Ed: Mental Health Services	Godinez Fundamental High	
	017220 Education Academy [0434] CHS	Century High	
	019168 Circulos	K-12 Teaching and Learning	

SAUSD Board of Education Warrant Listing

September 25, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84271364	AREY JONES EDUCATIONAL SOLUTIONS		\$30,406.24
	010030 Unrestricted Discretionary Accounts	Middle College High	
	010053 SC-Family and Community Engagement (was Wellness Center)	K-12 Sch Performance & Culture	
	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities Planning	
		Facilities/Governmental Relations	
	016010 After School Education and Safety (ASES)	After School Programs	
	018150 Ongoing & Major Maintenance Account	Building Services	
84271359	VOYAGER SOPRIS LEARNING, INC.		\$62,026.53
	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Davis Elementary	
	014203 Title III Limited English Proficiency LEP Student Program	EL Programs and Stud Achievement	
84271358	VANTAGE LEARNING		\$156,450.00
	016300 Lottery: Instructional Materials	Secondary Curriculum & Instruction	
84271355	MIND RESEARCH INSTITUTE		\$174,697.00
	016300 Lottery: Instructional Materials	Elementary Curriculum & Instruction	
84271354	JFK TRANSPORTATION		\$131,891.68
	010722 SpEd Pupil Transportation	Transportation	
	010723 SC-Pupil Transportation (7230/7240)	Transportation	
	010808 SC-Unrestricted - Regional Occupational Center Program (ROC/P Career Technical Education 6350)		

SAUSD Board of Education Warrant Listing

September 25, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
130000 Fund 13 Cafeteria Fund			
84271452	NEWPORT FARMS		\$47,687.49
	135310 Child Nutrition: School Programs	Nutrition Services	
		Santa Ana High	
84271450	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$89,178.08
	135310 Child Nutrition: School Programs	Godinez Fundamental High	
		Nutrition Services	
84271448	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$48,723.21
	135310 Child Nutrition: School Programs	Century High	
		MacArthur Fundamental Intermediate	
		Nutrition Services	
		Santa Ana High	
84271429	GOLD STAR FOODS		\$27,565.09
	135310 Child Nutrition: School Programs	Nutrition Services	
84271428	GOLD STAR FOODS		\$168,512.19
	135310 Child Nutrition: School Programs	Nutrition Services	
400000 Fund 40 Special Reserve Fund for Capital Outlay Projects			
84271459	ORBACH, HUFF, SUAREZ & HENDERSON, LLP		\$59,868.53
	400000 Fund 40 Special Reserve Fund for Capital Outlay Projects	Facilities/Governmental Relations	
690000 Fund 69 Health & Welfare			
84271460	MARSH & MCLENNAN AGENCY LLC DBA BARNEY		\$55,000.00
	690000 Fund 69 Health & Welfare	District-wide	
Grand Total:			\$1,081,556.38

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

September 30, 2019*

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
010000 Fund 01 General Fund			
84271568	AREY JONES EDUCATIONAL SOLUTIONS 010808 SC-Unrestricted - Regional Occupational Center Program (ROC/P Career Technical Education 6350)		\$54,650.54
84271488	CITY OF SANTA ANA 010300 Department Unrestricted Discretionary Accounts	District-wide	\$49,793.98
84271493	E.A.P. TECHNOLOGY, INC. 010300 Department Unrestricted Discretionary Accounts	Technology Innovation Services	\$68,715.57
84271500	FOLLETT SCHOOL SOLUTIONS, INC. 016300 Lottery: Instructional Materials	Secondary Curriculum & Instruction	\$43,930.25
84271502	HENRY T. NICHOLAS EDUCATION FOUNDATION 010043 SC-NAC (Nicholas Academic Center)	College and Career Readiness	\$120,000.00
84271506	ORANGE COUNTY CHILDREN'S THERAPEUTIC ARTS 016010 After School Education and Safety (ASES)	After School Programs	\$27,055.24
84271507	RODOLFO CAZALES dba TOYAMA KARATE-DO 016010 After School Education and Safety (ASES)	After School Programs	\$25,129.60
84271508	SOUTHERN CALIFORNIA EDISON 010300 Department Unrestricted Discretionary Accounts	District-wide	\$120,221.03
84271515	XEROX CORPORATION 010300 Department Unrestricted Discretionary Accounts	District-wide	\$54,515.73
84271527	DURHAM SCHOOL SERVICES, L.P. 010722 SpEd Pupil Transportation	Transportation	\$681,210.20
84271486	ACTIVE LEARNING, INC. 016010 After School Education and Safety (ASES)	After School Programs	\$27,000.00
84271566	ANATOMAGE, INC. 013550 Carl D Perkins Section 131 Career and Technical Education act of 1998	Vocational Education	\$86,362.13

SAUSD Board of Education Warrant Listing

September 30, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84271570	AXON ENTERPRISE, INC. 010704 SC-Dept. LCFF-Supplemental/Concentration	School Police Services	\$31,049.25
84271540	OC TRANSIT, INC. 010722 SpEd Pupil Transportation	Transportation	\$39,717.60
130000 Fund 13 Cafeteria Fund			
84271605	GOLD STAR FOODS 135310 Child Nutrition: School Programs	Nutrition Services	\$77,448.81
84271606	GOLD STAR FOODS 135310 Child Nutrition: School Programs	Nutrition Services	\$30,385.96
220000 Fund 22 SAUSD GO Bond			
84271609	DIVISION OF STATE ARCHITECT 229059 Fund 22 Measure I Series A 2018 GO Bond, Series A	Villa Fundamental Intermediate	\$99,950.00
84271611	TILDEN-COIL CONSTRUCTORS, INC. 229059 Fund 22 Measure I Series A 2018 GO Bond, Series A	Carver Elementary Garfield Elementary King Elementary Washington Elementary	\$51,368.40
350000 Fund 35 County School Facilities Fund			
84271612	TILDEN-COIL CONSTRUCTORS, INC. 357710 Fund 35 OPSC School Facilities Bond Projects	Carver Elementary	\$205,067.46
680000 Fund 68 Workers' Compensation			
84271613	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. 680000 Fund 68 Workers' Compensation	Risk Management	\$87,550.10

SAUSD Board of Education Warrant Listing

September 30, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
690000 Fund 69 Health & Welfare			
84271619	VISION SERVICE PLAN		\$64,232.16
	690001 Health & Welfare - Active Employees	District Employee Benefits	
	690002 Health & Welfare - Retired Employees	District Employee Benefits	
84271614	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)		\$370,242.49
	690001 Health & Welfare - Active Employees	District Employee Benefits	
	690002 Health & Welfare - Retired Employees	District Employee Benefits	
84271615	BLUE SHIELD OF CALIFORNIA		\$13,562,026.03
	690001 Health & Welfare - Active Employees	District Employee Benefits	
	690002 Health & Welfare - Retired Employees	District Employee Benefits	
84271618	KAISER FOUNDATION HEALTH PLAN, INC.		\$4,274,823.83
	690001 Health & Welfare - Active Employees	District Employee Benefits	
	690002 Health & Welfare - Retired Employees	District Employee Benefits	
Grand Total:			\$20,252,446.36

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

October 02, 2019*

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
010000 Fund 01 General Fund			
84271684	SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.		\$1,515,314.21
	016230 California Clean Energy Jobs Act (Prop. 39)	Building Services	
84271680	LAKESHORE LEARNING MATERIALS		\$27,771.96
	010030 Unrestricted Discretionary Accounts	Madison Elementary	
	010031 Unrestricted One-time Funds	Edison Elementary	
		Harvey Elementary	
		King Elementary	
		Lincoln Elementary	
		Martin Elementary	
	010730 SC-Early Learning (PreK-gr 6)	Madison Elementary	
	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carver Elementary	
		Edison Elementary	
		Heroes Elementary	
		Madison Elementary	
	013315 Special Ed: IDEA Preschool Grants,	Mitchell Child Development	
	014203 Title III Limited English Proficiency LEP Student Program	EL Programs and Stud Achievement	
	015210 Head Start	Monte Vista Elementary	
	015868 21st Century ASSETS (roll-up 4124)	Santa Ana High	
	016010 After School Education and Safety (ASES)	Garfield Elementary	
		Hoover Elementary	
		Kennedy Elementary	
		Washington Elementary	
84271674	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.		\$49,708.75
	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Building Services	
84271671	NEW HORIZONS CONTRACTING, INC.		\$46,435.00
	018150 Ongoing & Major Maintenance Account	Building Services	

SAUSD Board of Education Warrant Listing

October 02, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84271670	JFK TRANSPORTATION		\$128,249.92
	010722 SpEd Pupil Transportation	Transportation	
	010723 SC-Pupil Transportation (7230/7240)	Transportation	
	010808 SC-Unrestricted - Regional Occupational Center Program (ROC/P Career Technical Education 6350)		
	016010 After School Education and Safety (ASES)	Hoover Elementary	
84271650	OC TRANSIT, INC.		\$39,717.60
	010722 SpEd Pupil Transportation	Transportation	
84271625	BERTRAND'S MUSIC ENTERPRISES		\$25,084.84
	010030 Unrestricted Discretionary Accounts	Lathrop Intermediate	
		Santa Ana High	
	010704 SC-Dept. LCFF-Supplemental/Concentration	Visual and Performing Arts	

SAUSD Board of Education Warrant Listing

October 02, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
130000 Fund 13 Cafeteria Fund			
84271756	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$32,477.76
	135310 Child Nutrition: School Programs	Lathrop Intermediate	
		MacArthur Fundamental Intermediate	
		McFadden Intermediate	
		Nutrition Services	
		Villa Fundamental Intermediate	
84271755	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$26,085.17
	135310 Child Nutrition: School Programs	Godinez Fundamental High	
		Lathrop Intermediate	
		MacArthur Fundamental Intermediate	
		McFadden Intermediate	
		Nutrition Services	
		Saddleback High	
		Santa Ana High	
		Villa Fundamental Intermediate	
84271738	GOLD STAR FOODS		\$229,563.02
	135310 Child Nutrition: School Programs	Nutrition Services	
250000 Fund 25 Capital Facilities Fund			
84271763	JRH CONSTRUCTION COMPANY, INC.		\$227,341.18
	259000 Fund 25 Community Redevelopment Funds	Romero-Cruz Academy	
Grand Total:			\$2,347,749.41

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

October 07, 2019*

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
010000 Fund 01 General Fund			
84271923	RENAISSANCE LEARNING, INC.		\$94,521.73
	010030 Unrestricted Discretionary Accounts	Carr Intermediate	
	010704 SC-Dept. LCFF-Supplemental/Concentration	Elementary Curriculum & Instruction	
	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	McFadden Intermediate	
	016300 Lottery: Instructional Materials	Elementary Curriculum & Instruction	
		Secondary Curriculum & Instruction	
84271870	BOYS AND GIRLS CLUB OF SANTA ANA		\$50,402.69
	016010 After School Education and Safety (ASES)	After School Programs	
84271903	RODOLFO CAZALES dba TOYAMA KARATE-DO ORGANIZATION		\$25,129.60
	016010 After School Education and Safety (ASES)	After School Programs	
84271915	WAXIE SANITARY SUPPLY		\$33,534.66
	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Building Services	

SAUSD Board of Education Warrant Listing

October 07, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84271916	WEX BANK dba WRIGHT EXPRESS FSC		\$28,002.61
	010300 Department Unrestricted Discretionary Accounts	Fairview Warehouse	
		Purchasing	
		Technology Innovation Services	
		Transportation	
	010301 Facilities and Government Relations Unrestricted Discretionary Accounts	Facilities/Governmental Relations	
	010703 SC-LCFF-Supplemental/Concentration	Century High	
		Godinez Fundamental High	
		Saddleback High	
		Santa Ana High	
		Segerstrom High	
		Valley High	
	010704 SC-Dept. LCFF-Supplemental/Concentration	Classified Prof Dev	
		Communications Office	
		School Police Services	
	010808 SC-Unrestricted - Regional Occupational Center Program (ROC/P 6350)	Career Technical Education	
	018150 Ongoing & Major Maintenance Account	Building Services	
84271918	APPLE, INC.		\$84,441.70
	010030 Unrestricted Discretionary Accounts	Chavez Continuation High	
		Heninger Elementary	
		Lincoln Elementary	
	013010 IASA: Title I Basic Grants Low-Income and Neglected, Part A	Carver Elementary	
	014203 Title III Limited English Proficiency LEP Student Program	EL Programs and Stud Achievement	
	016500 Special Education	Special Education	
	017220 Education Academy [0434] CHS	Century High	
	019168 Circulos	K-12 Teaching and Learning	

SAUSD Board of Education Warrant Listing

October 07, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84271919	AREY JONES EDUCATIONAL SOLUTIONS 010910 SC-Technology Refresh	K-12 Teaching and Learning	\$62,660.62
84271866	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING 018150 Ongoing & Major Maintenance Account	Building Services	\$30,081.55
84271921	KOCE-TV FOUNDATION dba PBS SOCAL 016300 Lottery: Instructional Materials 096300 Fund 09 Prop 20 Lottery	Instructional Television Advanced Learning Academy	\$59,985.60
84271920	DISCOVERY CUBE ORANGE COUNTY 016010 After School Education and Safety (ASES)	After School Programs	\$56,545.50
130000 Fund 13 Cafeteria Fund			
84271941	GOLD STAR FOODS 135310 Child Nutrition: School Programs	Nutrition Services	\$55,287.65
84271942	GOLD STAR FOODS 135310 Child Nutrition: School Programs	Nutrition Services	\$35,316.85
84271945	GOLD STAR FOODS 135310 Child Nutrition: School Programs	Nutrition Services	\$30,744.06
84271947	GOLD STAR FOODS 135310 Child Nutrition: School Programs	Nutrition Services	\$90,558.71
250000 Fund 25 Capital Facilities Fund			
84271957	JRH CONSTRUCTION COMPANY, INC. 259157 Fund 25 City Santa Ana Redevelopment	Romero-Cruz Academy	\$245,150.35
680000 Fund 68 Workers' Compensation			
84271961	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMPENSATION FUND 680000 Fund 68 Workers' Compensation	Risk Management	\$39,516.88

SAUSD Board of Education Warrant Listing

October 07, 2019

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
690000 Fund 69 Health & Welfare			
84271962	SANTA ANA UNIFIED SCHOOL DISTRICT		\$644,813.50
	690001 Health & Welfare - Active Employees	District Employee Benefits	
	690002 Health & Welfare - Retired Employees	District Employee Benefits	
Grand Total:			\$1,666,694.26

**Warrant listing report includes payments for \$25,000 and over.*

9. APPROVAL OF CONSENT CALENDAR

Subject	9.16 Approval of Deductive Change Order No. 1 for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	No
Budgeted	Yes
Budget Source	City of Santa Ana Redevelopment Fund 259157
Recommended Action	Approve the Deductive Change Order No. 1 for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.3 - Continually improve and maintain facilities to ensure school safety, security and high quality learning and working environments.</p> <p>SERVICES 3.03006 Renovation</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Deductive Change Order No. 1 for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy

ITEM: Consent

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Andy Putney, Director, Construction

ITEM SUMMARY:

- Initial contract approved on May 21, 2019
- This deductive change order demonstrates **project savings**.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 1 for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy.

RATIONALE:

At its May 21, 2019, meeting, the Board awarded a contract for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy. During the course of construction, funds remain unspent, creating a net reduction to the contract.

Project	Bid Package	Current Contract Amount	Deductive Change Order Amount	Revised Total Contract Amount	Contractor
Romero-Cruz Academy	Bid Package No. 1- Kindergarten Conversion and Play Yard	\$1,611,827	(\$6,880)	\$1,604,947	JRH Construction Company, Inc.

TOTAL SAVINGS:		\$1,611,827	(\$6,880)	\$1,604,947	
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FUNDING:

City of Santa Ana Redevelopment Fund 259157: **Credit** \$1,604,947

RECOMMENDATION:

Approve the Deductive Change Order No. 1 for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy.

9. APPROVAL OF CONSENT CALENDAR

Subject	9.17 Acceptance of Completion of Contract for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Budgeted	Yes
Budget Source	City of Santa Ana Redevelopment Fund 259157
Recommended Action	Accept the completion of the project and contract with JRH Construction Company, Inc. for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.3 - Continually improve and maintain facilities to ensure school safety, security and high quality learning and working environments.</p> <p>SERVICES 3.03006 Renovation</p>

AGENDA ITEM BACKUP SHEET

TITLE: Acceptance of Completion of Contract for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy

ITEM: Consent

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Andy Putney, Director, Construction

ITEM SUMMARY:

- At its May 21, 2019, meeting, the Board awarded a contract for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy
- Request Board acceptance of completed project
- Request approval to release retention as established by statute

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy.

RATIONALE:

The District has received close-out confirmation from its Construction Manager and Inspector of Record stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

Project	Bid Package	Contract Amount	5% Retention	Contractor
Romero-Cruz Academy	Bid Package No. 1 – Kinder Conversion and Play Yard	\$1,604,947	\$80,247.35	JRH Construction Company, Inc.

FUNDING:

City of Santa Ana Redevelopment Fund 259157: Release of Retention \$80,247.35

RECOMMENDATION:

Accept the completion of the project and contract with JRH Construction Company, Inc. for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy.

9. APPROVAL OF CONSENT CALENDAR

Subject	9.18 Approval of Deductive Change Order No. 1 for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Dollar Amount	\$124,766.92
Budgeted	Yes
Budget Source	City of Santa Ana Redevelopment Fund 259157
Recommended Action	Approve the Deductive Change Order No. 1 for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.3 - Continually improve and maintain facilities to ensure school safety, security and high quality learning and working environments.</p> <p>SERVICES 3.03006 Renovation</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Deductive Change Order No. 1 for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School

ITEM: Consent

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Andy Putney, Director, Construction

ITEM SUMMARY:

- Initial contract approved on September 25, 2018
- This deductive change order demonstrates project savings

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 1 for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School.

RATIONALE:

At its September 25, 2018, meeting, the Board awarded a contract for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School. During the course of construction, funds remain unspent, creating a net reduction to the contract.

Project	Bid Package	Current	Deductive	Revised Total	Contractor
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		Contract Amount	Change Order Amount	Contract Amount	
Santa Ana High School	Bid Package No. 1-CTE Media Arts Lab and Library Remodel	\$4,654,000	(\$124,766.92)	\$4,529,233.08	P.H. Hagopian Contractor, Inc.
TOTAL SAVINGS:		\$4,654,000	(\$124,766.92)	\$4,529,233.08	

FUNDING:

City of Santa Ana Redevelopment Fund 259157: Credit \$124,766.92

RECOMMENDATION:

Approve the Deductive Change Order No. 1 for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School.

9. APPROVAL OF CONSENT CALENDAR

Subject	9.19 Acceptance of Completion of Contract for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Budget Source	City of Santa Ana Redevelopment Fund 259157
Recommended Action	Accept the completion of the project and contract with P.H. Hagopian Contractor, Inc. for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.3 - Continually improve and maintain facilities to ensure school safety, security and high quality learning and working environments.</p> <p>SERVICES 3.03006 Renovation</p>

AGENDA ITEM BACKUP SHEET

TITLE: Acceptance of Completion of Contract for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School

ITEM: Consent

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Andy Putney, Director, Construction

ITEM SUMMARY:

- At its September 25, 2018, meeting, the Board awarded a contract for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana HS
- Request Board acceptance of completed project
- Request approval to release retention as established by statute

BACKGROUND INFORMATION:

The District has received close-out confirmation from its Construction Manager and Inspector of Record stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

RATIONALE:

The District has received close-out confirmation from its Construction Manager and Inspector of Record stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

Project	Bid Package	Contract Amount	5% Retention	Contractor

Santa Ana High School	Bid Package No. 1 – CTE Media Arts Lab and Library Remodel	\$4,529,233.08	\$226,461.65	P.H. Hagopian Contractor, Inc.
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FUNDING:

City of Santa Ana Redevelopment Fund 259157: Release of Retention \$226,461.65

RECOMMENDATION:

Accept the completion of the project and contract with P.H. Hagopian Contractor, Inc. for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School.

9. APPROVAL OF CONSENT CALENDAR

Subject	9.20 Acceptance of Completion of Contract for Bid Package No. 1 – Modular Building Relocation at Romero-Cruz Academy
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Budget Source	Redevelopment Agency Fund 259000
Recommended Action	Accept the completion of the project and contract with JRH Construction Company, Inc. for Bid Package No. 1 – Modular Building Relocation at Romero-Cruz Academy.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.3 - Continually improve and maintain facilities to ensure school safety, security and high quality learning and working environments.</p> <p>SERVICES 3.03006 Renovation</p>

AGENDA ITEM BACKUP SHEET

TITLE: Acceptance of Completion of Contract for Bid Package No. 1 – Modular Building Relocation at Romero-Cruz Academy

ITEM: Consent

SUBMITTED BY: Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Andy Putney, Director, Construction

ITEM SUMMARY:

- At its March 26, 2019, meeting, the Board awarded a contract for Bid Package No. 1 – Modular Building Relocation at Romero-Cruz Academy
- Request Board acceptance of completed project
- Request approval to release retention as established by statute

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 1 – Modular Building Relocation at Romero-Cruz Academy.

RATIONALE:

The District has received close-out confirmation from its Construction Manager and Inspector of Record stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

Project	Bid Package	Contract Amount	5% Retention	Contractor
Romero-Cruz Academy	Bid Package No. 1 – Modular Building	\$1,734,212	\$86,710.60	JRH Construction Company, Inc.

	Relocation			
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FUNDING:

Redevelopment Agency Fund 259000: Release of Retention \$86,710.60

RECOMMENDATION:

Accept the completion of the project and contract with JRH Construction Company, Inc. for Bid Package No. 1 – Modular Building Relocation at Romero-Cruz Academy.

9. APPROVAL OF CONSENT CALENDAR

Subject **9.21 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves**

Meeting Oct 22, 2019 - Regular Board Meeting

Access Public

Type Action (Consent)

Preferred Date Oct 22, 2019

Absolute Date Oct 22, 2019

Recommended Action Approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

ITEM: Consent

SUBMITTED BY: Hiacynth D. Martinez, Ed.D., Assistant Superintendent, Human Resources

ITEM SUMMARY:

Contained within the Personnel Calendar are 29 new hires for SAUSD, including:

- After School Instructional Provider – 14
- Autism Paraprofessional – 1
- Custodian – 2
- Instructional Assistant Severely Disabled - 1
- Nutrition Services Assistant – 2
- Nutrition Services Lead Production Kitchen - 1
- Student Support Professional Special Education – 2
- Teacher - 6

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

RATIONALE:

Board approval of the Personnel Calendar is required for all Certificated and Classified personnel reports, non-confidential leaves of absences, and effective dates of resignations and retirements.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

HDM:gg

File Attachments
[CE Personnel Calendar - October 22, 2019.pdf \(1,833 KB\)](#)

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
NEW HIRES/RE-HIRES				
Caires, Robin	Teacher	Santa Ana	October 2, 2019	New Hire - Temporary 44909
Flores, Edgar	Teacher	Carr	October 3, 2019	New Hire - Temporary 44909
Foster, Steve	Teacher	Visual and Performing Arts	August 7, 2019	Rehire - Temporary 44909
Mejia Saldivar, Maribel	Teacher	Greenville	September 24, 2019	New Hire - Intern
Miki, Brian	Teacher	Santa Ana	October 2, 2019	New Hire - Temporary 44909
Pettyjohn, Maria	Teacher	Santa Ana	October 2, 2019	New Hire - Temporary 44909
Reyes, Ricardo	Teacher	Saddleback	September 19, 2019	New Hire - Temporary 44909
RESIGNATION/RETIREMENT/NO LONGER EMPLOYED				
Peat, Barbara	Teacher	Special Education	September 20, 2019	
CHANGE IN STATUS				
Zamarripa, Victoria	Teacher	Monte Vista	August 7, 2019	From Intern to Probationary II
DEPARTMENT CHAIRS 2019-20				
Beaumont, John		Century	2019-20	Science
Butler, Merlo		Century	2019-20	AVID
Espinoza, Rosalina		Century	2019-20	ELD/Bilingual
Fidel, Brianna		Century	2019-20	Math
Gersten, Alan		Century	2019-20	Business
Goodrich, Nathan		Century	2019-20	English

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Harrison, Thomas		Century	2019-20	Social Studies
Herrera, Phillip		Century	2019-20	Music
Larsh, Nadine		Century	2019-20	P.E.
McConnell, Amanda		Century	2019-20	Special Education
Perez-Chun, Maria		Century	2019-20	Foreign Language
Shepherd, Christine		Century	2019-20	Art
Benporat, Haya		Chavez	2019-20	Science
Kriesel, Darlene		Chavez	2019-20	English
Lemus, Devora		Chavez	2019-20	Art
Malagon, Arnulfo		Chavez	2019-20	P.E.
Maldonado, Gloria		Chavez	2019-20	Math
Parchmann, Mark		Chavez	2019-20	Social Studies
Park, Chu		Chavez	2019-20	Lead Counselor
Steele-Hasen, Lisa		Chavez	2019-20	Special Education
Beichner, Josina		Godinez	2019-20	Foreign Language
Jacovides, Alexis		Godinez	2019-20	Special Education
MacLennan, Sara		Godinez	2019-20	P.E.
Mc Mahon, Jeanette		Godinez	2019-20	Art, Music
Morgan, Lisa		Godinez	2019-20	Science
Morgan, Robert		Godinez	2019-20	AVID, Social Studies
Ninofranco, John		Godinez	2019-20	Math (sharing)
Pruden, Suzanne		Godinez	2019-20	English
Rodriguez, Martha		Godinez	2019-20	Math (sharing)

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Valenzuela, Alba		Godinez	2019-20	Lead Counselor
Gonzales, Janika		Lathrop	2019-20	Science
Groothuis, Carol		Lathrop	2019-20	P.E.
Gutierrez, Fernando		Lathrop	2019-20	AVID, Math
Hammer, Heather		Lathrop	2019-20	ELD/Bilingual, Reading
Heuberger, Terri		Lathrop	2019-20	Special Education
Luna, Zitlalpilli		Lathrop	2019-20	Art
Medina, Anthony		Lathrop	2019-20	English (sharing)
Murrieta, Amanda		Lathrop	2019-20	English (sharing)
Oswandel, Elizabeth		Lathrop	2019-20	Social Studies
Raya, Paul		Lathrop	2019-20	Lead Counselor
Booker, Howard		Lorin Grisct	2019-20	Social Studies
Kim, Duy		Lorin Grisct	2019-20	Math
Mackenzie, Marcus		Lorin Grisct	2019-20	Science
Monce, Maria		Lorin Grisct	2019-20	Foreign Language
Pena, Maricela		Lorin Grisct	2019-20	Art
Reyes, Pedro		Lorin Grisct	2019-20	English
Sutherland, Nancy		Lorin Grisct	2019-20	P.E.
Tucker, Adriana		Lorin Grisct	2019-20	Special Education
Celestino, Gregory		MacArthur	2019-20	English
Cerne, Elisabeth		MacArthur	2019-20	Special Education
Cunningham, Katie		MacArthur	2019-20	Art

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Evans, Patrick		MacArthur	2019-20	P.E. (sharing)
Holdcroft, Althea		MacArthur	2019-20	Music
Kotler, Holly		MacArthur	2019-20	Math
Manfre, Charles		MacArthur	2019-20	P.E. (sharing)
Manske, Tammy		MacArthur	2019-20	Social Studies, AVID
Papke, Kevin		MacArthur	2019-20	Business
Sprafka, John		MacArthur	2019-20	Science
Tristan, Laurie		MacArthur	2019-20	Lead Counselor
Anaya, Felipe		McFadden	2019-20	ELD/Bilingual (sharing)
Banuelos, Jeanette		McFadden	2019-20	AVID
Brambila, Martha		McFadden	2019-20	English (sharing)
Cano, Michelle		McFadden	2019-20	Math (sharing)
Diaz, Javier		McFadden	2019-20	ELD/Bilingual (sharing)
Dowd, Arica		McFadden	2019-20	Art
Ellis, Gregory		McFadden	2019-20	Music
Fitzpatrick, Jessica		McFadden	2019-20	Special Education (sharing)
Gallegos, Kim		McFadden	2019-20	Social Studies
Hetherington-Schwartz, Tami		McFadden	2019-20	English (sharing)
Holte, Matthew		McFadden	2019-20	Science
McDonald-Van Dyke, Jennifer		McFadden	2019-20	Math (sharing)
Napier, Rodney		McFadden	2019-20	P.E.
Onofre, Danelia		McFadden	2019-20	Lead Counselor

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Vazquez-Knox, Joyce		McFadden	2019-20	Special Education (sharing)
Axtell, Aaron		Mendez	2019-20	Music
Cabrera, Cassandra		Mendez	2019-20	Science
Carney, Jann		Mendez	2019-20	Special Education
Dennis, Gregory		Mendez	2019-20	English
Diaz, Jose		Mendez	2019-20	Math (sharing)
Lubba, Marcus		Mendez	2019-20	Math (sharing)
Miraglia, Christian		Mendez	2019-20	Social Studies (sharing)
Munoz, Liana		Mendez	2019-20	Art
Radford, David		Mendez	2019-20	Social Studies (sharing)
Salas, April		Mendez	2019-20	AVID
Tran, Tina		Mendez	2019-20	Lead Counselor
Wozniak, Jeffrey		Mendez	2019-20	P.E.
Camacho, Octavio		Middle College	2019-20	Math (sharing)
Groff, Susan		Middle College	2019-20	Science
Kaneko, Norio		Middle College	2019-20	Math (sharing)
Nguyen, Thu		Middle College	2019-20	English
Thomas, Maryanne		Middle College	2019-20	Social Studies
Valenzuela, Edward		Middle College	2019-20	P.E.
Bravo, Alexandra		Saddleback	2019-20	P.E.
Callanan, Jill		Saddleback	2019-20	English (sharing)
Connell, Jennifer		Saddleback	2019-20	Art, Music

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Conners, Camron		Saddleback	2019-20	Social Studies (sharing)
Contreras, Juan		Saddleback	2019-20	Foreign Language (sharing)
Iwamoto, Dianne		Saddleback	2019-20	Math (sharing)
Lawrence, George		Saddleback	2019-20	Social Studies (sharing)
Morgan, Juliana		Saddleback	2019-20	Science (sharing)
O'Connell, James		Saddleback	2019-20	Special Education (sharing)
Rajpurkar, Anagha		Saddleback	2019-20	Special Education (sharing)
Sachs, Stephanie		Saddleback	2019-20	Lead Counselor (sharing)
Sandquist, Brian		Saddleback	2019-20	Science (sharing)
Vicari, Elva		Saddleback	2019-20	Foreign Language (sharing)
Villarreal, Nancy		Saddleback	2019-20	Lead Counselor (sharing)
Volmer, Susan		Saddleback	2019-20	English (sharing)
Whittington, Cheryl		Saddleback	2019-20	AVID
Wright, Lori		Saddleback	2019-20	Math (sharing)
Collins, Rachelle		Santa Ana	2019-20	Special Education (sharing)
Detviler, Tammra		Santa Ana	2019-20	Special Education (sharing)
Dukus, Robert		Santa Ana	2019-20	Science
Himmelberger, Jo Ann		Santa Ana	2019-20	Home Economics
Huizar, Ann		Santa Ana	2019-20	Social Studies
Ibarra, Pedro		Santa Ana	2019-20	Math
Kleinschmidt, Janet		Santa Ana	2019-20	ELD/Bilingual
Nguyen, Dana		Santa Ana	2019-20	AVID
Osle, Lizette		Santa Ana	2019-20	Foreign Language
Osseck, Thomas		Santa Ana	2019-20	Business

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Ridoutt-Schonborn, Arlette		Santa Ana	2019-20	Lead Counselor
Schoonmaker, Rory		Santa Ana	2019-20	P.E.
Schwinge, Terrence		Santa Ana	2019-20	Art
Wardy, Meredith		Santa Ana	2019-20	English
Altamirano, Lillian		Segerstrom	2019-20	AVID
Barron, Melinda		Segerstrom	2019-20	English
Escutia, Rosalia		Segerstrom	2019-20	Foreign Language
Gomez, Adrian		Segerstrom	2019-20	P.E.
Gonzalez, Frankie		Segerstrom	2019-20	Lead Counselor
Loh, Brenda		Segerstrom	2019-20	Music
Lund, Amber		Segerstrom	2019-20	ELD/Bilingual
Mateo, Amelia		Segerstrom	2019-20	Social Studies
Peck, Stephanie		Segerstrom	2019-20	Special Education
Schultz, Kevin		Segerstrom	2019-20	Science
Stoewsand, Shelby		Segerstrom	2019-20	Art
Werdel, Timothy		Segerstrom	2019-20	Math
Beers, Jean		Sierra	2019-20	Special Education
Buckley, Brianne		Sierra	2019-20	English
Cocca, Anastasia		Sierra	2019-20	Science
Hendon, Sandra		Sierra	2019-20	Math
Melodia, Connie		Sierra	2019-20	P.E. (sharing)
Prestinary, Irene		Sierra	2019-20	Art

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Samson, David		Sierra	2019-20	P.E. (sharing)
Vickers, Edward		Sierra	2019-20	Music
Warwick, Sandra		Sierra	2019-20	Social Science
Berger, Michael		Valley	2019-20	Social Studies
Cavazos, Teresa		Valley	2019-20	AVID
Corradino, Damian		Valley	2019-20	English
Elizondo-Rodriguez, Leslie		Valley	2019-20	Special Education
Garcia, Reuben		Valley	2019-20	Science
Hagan, Kathryn		Valley	2019-20	P.E.
Landrian, Ana		Valley	2019-20	Foreign Language
Lutack, Ian		Valley	2019-20	Math
Maldonado, Rigo		Valley	2019-20	Art
Mejia, Juan		Valley	2019-20	Business
Morales, Karina		Valley	2019-20	ELD/Bilingual
Alvarez, Guillermo		Villa	2019-20	Music
Clay, Denise		Villa	2019-20	Science
Erickson, Jessica		Villa	2019-20	Math (sharing)
Gonzales, Jordan		Villa	2019-20	Social Studies
Henry, Elizabeth		Villa	2019-20	AVID (sharing)
Kadinoff, Naomi		Villa	2019-20	Art
Nguyen, An		Villa	2019-20	English (sharing), ELD/Bilingual (sharing)

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
DEPARTMENT CHAIRS 2019-20 (Continued)				
Nunez, Crystal		Villa	2019-20	Special Education
Stewart, Ryan		Villa	2019-20	P.E.
Thatcher, Stephanie		Villa	2019-20	AVID (sharing)
Thomas, Christina		Villa	2019-20	English (sharing), ELD/Bilingual (sharing)
Valdez, Jose Jr.		Villa	2019-20	Math (sharing)
Arroyo, Francisco		Willard	2019-20	P.E.
Bailey, Kylene		Willard	2019-20	Special Education
Crowe-Yrarrazaval, Kelly		Willard	2019-20	Lead Counselor
DelaCuadra, Jeremy		Willard	2019-20	Music
Doane, Courtney		Willard	2019-20	Art
Kanouse, Monique		Willard	2019-20	Social Studies
Nagle, Janelle		Willard	2019-20	AVID, English (sharing)
O'Neill, Kellie		Willard	2019-20	English (sharing)
Petrie, Marc		Willard	2019-20	Math
Pickels, Susan		Willard	2019-20	Science
Worrell, Don		Willard	2019-20	ELD/Bilingual
EXTRA DUTY 2019-2020				
Benavides, Emily-Anne	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
EXTRA DUTY 2019-2020 (Continued)				
Coronel, Ismael	Teacher	Seegerstrom	August 12, 2019 - May 28, 2020	Extra Period
Devine, Margaret	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period
Esquivel, Alejandra	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period
Gamnig, Michael	Teacher	Seegerstrom	August 12, 2019 - May 28, 2020	Extra Period
Gordillo, David	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period
Lionide, Kaylee	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period
Orozco, Alejandro	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period
Savelsberg, Patricia	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period
Sterner-Hargrave, Christy	Teacher	Seegerstrom	August 12, 2019 - May 28, 2020	Extra Period
Woods, Adam	Teacher	Seegerstrom	August 12, 2019 - May 28, 2020	Extra Period
Younger, Elisa	Teacher	Advanced Learning Academy	August 12, 2019 - May 28, 2020	Extra Period

Personnel Calendar
October 22, 2019

Title of Activity	Employee Name(s)	Site/Dept	Funding Source	Total Amount Not to Exceed	Total Hours Not to Exceed	Date Service From
Family Literacy Nights	Caceres De Lopez, Maritza Colombo, Anna Gonzalez, Edward Gonzalez, Guadalupe Hernandez, Laura Mejia-Bazulto, Raquel Nava, Jose Quezada-Cano, Alvaro Rossano, Cecilia Silva, Jesus Smith, Sheryl Soto, Cristina Yost, Stephanie	Monroe Elementary School	010730 SC-Early Learning (PreK-gr 6)	\$1,920.64	20	September 30, 2019

October 22, 2019

ELP- Intensive and Strategic Before/After School Tutoring	Abascal, Aida Beatriz Aldrich, Nichole Rene Campos, Kathryn Ruth Chan, Jeannie Sabrina Chavez, Ana Bertha Enriquez-Carrillo, Maria Elena Fraticeili, Rebecca Gutierrez, Maria Henman-Miller, Linda Louise Jurado, Rebecca Kocher, John Andrew Maddox, Shannon C. Marx, Christopher Todd Mc Lellan, Shellye M. Morales, Leticia Nguyen-Lee, Cyndy H. Olivas, Desiree M. Padilla, Debbie Lynn Pena, Maricela Reynafarje, Robin Michelle Rhone, Cynthia G. Ricca, Tracy Saltzer, Robin Holli Sauer, Jennifer L. Seguy, Maria Graciela Simon, Matthew Joseph Simon, Michelle Valencia, Adria Maria Vera, Emma Yolanda	Garfield Elementary School	010730 SC-Early Learning (PreK-gr 6)	\$12,308.21		September 1, 2019
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Personnel Calendar
October 22, 2019

Enrichment and Intervention Student Extra Support	Adams, Sharon Adams-Martin, Dawn Arvizu, Virginia Bastida, Luz Braga, Alma Davidson, Charlotte Gabriele, Dawn Hill, Erin Johnston, Colleen Jones, Christine Lastra-Short, Lupe Lostaunau, Jessica Ortega, Jessalyn Smith, Katrina Terhune, Rohry Weaver-Posse, Rebecca Yen, Ju-Yin	Taft/DHH	013091 Title I, Targeted Intervention	\$9,603.20	25	August 12, 2019
PBIS Wellness PD	Aldrich, Nichole Rene Fratlicelli, Rebecca Gutierrez, Maria Kocher, John Andrew Maddox, Shannon C. Marx, Christopher Todd Nguyen-Lee, Cyndy H. Rhone, Cynthia G. Ricca, Tracy Saltzer, Robin Holli Simon, Matthew Joseph Simon, Michelle	Garfield Elementary School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$1,200.40		September 25, 2019

Personnel Calendar
October 22, 2019

30 Hours Targeted Intervention & Enrichment - Revised Agenda REF#0000604	Alvarado, Dulce Booker, April Coombs, Susan Copenhaver, Lisa Eddow, Elaine Escobar-Valencia, Melby Espinosa De Elena, Catherine Estrada, Lani Fleming, Polly Freshour, Deann Gourdine, Teresa Guzman, Allison Hernandez, Maricecy Hill, Lisa Juarez, Crystal Lochner, Jessica Lowe, Trisha Magana, Angelica Mc Devitt, Melinda Mejia-Jung, Marisela Oldfield, Denise Penman, Jennifer Pesak, Kathleen Ray, Laura Regalado, Gary Rooke, Cynthia Sanchez, Maria Sieber, Stacie Tran, Vanessa Troutt, Rock Vasquez, Adriana Wroblewski, Keith Zamarripa, Michelle	Jackson Elementary School	013091 Title I, Targeted Intervention	\$63,621.20	30	September 10, 2019
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Personnel Calendar
October 22, 2019

RISE Intervention	Anaya, Felipe Armstrong, Mark Banuelos, Jeanette Benavente, Viridiana Boullon, Caroline Boyer, Gregory Brambila, Martha Caffery, Jamie Camacho, Graciela Cano, Michelle Chapman, Shahin Chavez, Jaime Covey, Richard Czaja, Gregory Diaz, David Diaz, Javier Dowd, Arica Ellis, Gregory Fitzpatrick, Jessica Gallegos, Kim Gamboa, Melinda Gassner, Nicole Gilderman, Evan Gipson, Nancy Gonzalez, Araceli Gutierrez, Rene Hetherington-Schwartz, Tami	McFadden Intermediate School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$6,002.00		August 27, 2019
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Personnel Calendar
October 22, 2019

Holden, Susanna Holte, Matthew Jackson, Nicole Kennison, Barbara Kirkby, William Kiwani, Evelyn Larios, Andres Lomeli, Norma Mehl, Stephana McDonald-VanDyke, Jennifer Morris, Thomas IV Napier, Rodney Nguyen, Han Ocampo, Fidel Ochoa-Ceja, Maritza Onofre, Danelia Ortiz, Marilu Ramirez, Angelica Sinclair, Teresia Sohner, Kelly Sotolongo, Mildred Stanley, Michelle Vazquez-Knox, Joyce Worthington, Stephanie Yusi, Christopher						
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Personnel Calendar
October 22, 2019

30 Hour Targeted Intervention	Avalos-Gurrola, Luz Beltran, Barbara Buseti, Davide Buseti, Shawna Castro, Lilia Contreras, Linda Dixon, Joseph Doan, Lami Garner-Marcelo, Sonta Gaytan Sarinana, Maria Hopkins, Tammi Lawson, Christa Manzo, Georgina Matsuda, Maricela McClarnon, Joy Medina, Carolina Murray, Mary Paris, Veronica Perez, Laura Ramirez, Efren Ruvalcaba-Yaghoubi, Sandra Torres, Vanessa Zertuche, Denise	Davis Elementary School	013091 Title I, Targeted Intervention	\$47,336.00		October 1, 2019
Science Teachers Staff Development	Beaumont, John Craycraft, Greg Fenwick, Randolph Leonard, Sean Lopez, Kathy	K-12 Teaching & Learning	010300 Department Unrestricted Discretionary Accounts	\$5,250.00	2	October 1, 2019
2019-2020 Femineers Instructional Program	Cabrera, Cassandra Cabrera, Lizette	Mendez Fundamental	013010 IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$6,722.24		October 9, 2019

Personnel Calendar
October 22, 2019

60 Hour Intensive Intervention Program	Caceres De Lopez, Maritza Colombo, Anna Gonzalez, Edward Gonzalez, Guadalupe Hernandez, Laura Mejia-Bazulto, Raquel Nava, Jose Quezada-Cano, Alvaro Rossano, Cecilia Silva, Jesus Smith, Sheryl Soto, Cristina Yost, Stephanie	Monroe Elementary School	010730 SC-Early Learning (PreK-gr 6)	\$24,008.00	60	September 30, 2019
Study Sync Training	Chacon, Gregory Garcia-Chau, Elsa Savelsberg, Patricia Trevino, Evelyn	K-12 Teaching & Learning	010300 Department Unrestricted Discretionary Accounts	\$7,805.00		October 1, 2019
30 Hours Academic Intervention and/or Enrichment Program	Eastly, Nicole Ponce, Mary	Edison Elementary School	013091 Title I, Targeted Intervention	\$54,280.89		September 24, 2019
Collaboration/ Planning	Curiel, Alexander Garcia, Jennifer Lecuna, Deborah	Thorpe Fundamental School	013010 IASA:Title I Basic Grants Low-Income and	\$8,402.80	90	September 25, 2019
National History Day Facilitators - 2019-2020	Giorgio, Janelle	Santiago Elementary School	013091 Title I, Targeted Intervention	\$3,721.24	60	August 1, 2019
Extra Duty - ERHMS Assessments	Guthrie, Bryan	Special Education	016500 Special Education	\$1,440.48	12	June 7, 2019
McFadden Summer Bridge Program	Kiwan, Evelyn	McFadden Intermediate School	010704 Dept. SC-LCFF-Supplemental/Concentration	\$30,010.00		July 15, 2019

Personnel Calendar
October 22, 2019

McFadden Summer Bridge Program	Kiwan, Evelyn	McFadden Intermediate School	010704 Dept. SC-LCFF- Supplemental/ Concentration	\$30,010.00		July 15, 2019
Grades 5-6 Transition Summer Bridge Program	Collins, Stephanie Frazier, Sheila Kramer, Angela Nava, Adriana	Santiago Elementary School	010704 Dept. SC-LCFF- Supplemental/ Concentration	\$2,400.80		July 31, 2019
30 Hours Targeted Intervention & Enrichment	Preston, Gavin	Heninger Elementary School	013091 Title I, Targeted Intervention	\$92,820.93	1,380	September 10, 2019
Certificated Extra Duty, Early Learning Plan	Angel, Ana Cota, Andrea Damore, Christopher G. De Leon, Marissa Erickson, Julie A. George, Karah Carter Gomez, Laura Estela Jansz-Martinez, Julie Renne Kasparian, Mike Kirkwood, Kimberly E. Lemus, Maria Guadalupe Magana, Antonio Mendoza, Fabiola Mohammadi, Dawn Norwood, Tricia N. Obleda, Allison Paulette Pappas, Mercedes Paskwietz, Greg Patrick, Mary Suzanne Rubin, Elizabeth Su, Katy M. Valdez, Kristin Anne	Martin Elementary School	010730 SC-Early Learning (PreK-gr 6)	\$3,001.00	35	October 9, 2019

	Valencia, Gisela Maria Venegas, Lucia M. Vicente, Maria Cristina Yepes, Jose Fernando					
Staff Development 19/20	Ashkiani, Ali Andrade, Monica Beaumont, John Bell, Everett Bojorquez, Linsey Boukova, Roumyana Bush, Mark Butler, Merlo Caetta, James Cavanaugh, John Chen, George Conde, Henry Cortes, Teodoro Craycraft, Gregory Cushing-Murray, Christian Dallas, Thomas Devia, Marvin Doss, Justin Echeverria, Daniel Elway, Mark Espinoza, Rosalina Fidel, Brianna Figueroa, Ernesto Gersten, Alan Goodrich, Nathan Govier, Robert Grinde, James Guerrero, Elizabeth Gundy, Afaf Harrison, Thomas	Century High School	013010 IASA:Title I Basic Grants Low- Income and Neglected, Part A	\$18,006.00		July 1, 2019

Personnel Calendar
October 22, 2019

Herrera, Phillip					
Herrera, Susana					
Hightower, Sandra					
Himmelberger, Paul					
Hollis, Rich					
Kellar, Nena					
Kungl, Aimee					
Lapic, Andrew					
Larsh, Nadine					
Lawhon, Charles					
Lee, Christopher					
Lee, Darlyn					
Leung, Andrew					
Manntai, Jessica					
McConnell, Amanda					
Medrano, Kristin					
Menchaca, Beau					
Mitsicourides, Alexander					
Molina, Fausto					
Montgomery, Guy					
Nong, Amber					
Oveson, James					
Park, Cheryl Ann					
Parker, Corrine					
Pham, Quoc Vuong					
Perez-Chun, Maria					
Rodebaugh, Gary					
Rodebaugh, Jeanne					
Ruvalcaba, Jennifer					
Rosales, Nadia					
Salgado, Veronica					
Schlensker, Nicholas					
Setlich, Laurette					
Shepherd, Christine					

Personnel Calendar
October 22, 2019

	Silverman, Steven Sirgy, Michelle Smith, Kathy Smith, Thomas Thomas, Justin Tomlinson, Andi Vazquez, Mireya West, Jeffrey West, William Wright, Angelita Yaeger, Jennifer Yetko, Claire Young, Jeffrey					
30 Hour Targeted Intervention & Enrichment	Ashkiani, Ali Andrade, Monica Beaumont, John Bell, Everett Bojorquez, Linsey Boukova, Roumyana Bush, Mark Butler, Merlo Caetta, James Cavanaugh, John Chen, George Conde, Henry Cortes, Teodoro Craycraft, Gregory Cushing-Murray, Christian Dallas, Thomas Devia, Marvin Doss, Justin Echeverria, Daniel Elway, Mark	Century High School	013091 Title I, Targeted Intervention	\$156,052.00		August 12, 2019

Personnel Calendar
October 22, 2019

	<p>Espinoza, Rosalina Fidel, Brianna Figueroa, Ernesto Gersten, Alan Goodrich, Nathan Govier, Robert Grinde, James Guerrero, Elizabeth Gundy, Afaf Harrison, Thomas Herrera, Phillip Herrera, Susana Hightower, Sandra Himmelberger, Paul Hollis, Rich Kellar, Nena Kungl, Aimee Lapic, Andrew Larsh, Nadine Lawhon, Charles Lee, Christopher Lee, Darlyn Leung, Andrew Manntai, Jessica McConnell, Amanda Medrano, Kristin Menchaca, Beau Mitsicourides, Alexander Molina, Fausto Montgomery, Guy Nong, Amber Oveson, James Park, Cheryl Ann</p>					
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Personnel Calendar
October 22, 2019

	Parker, Corrine Pham, Quoc Vuong Perez-Chun, Maria Rodebaugh, Gary Rodebaugh, Jeanne Ruvalcaba, Jennifer Rosales, Nadia Salgado, Veronica Schlensker, Nicholas Setlich, Laurette Shepherd, Christine Silverman, Steven Sirgy, Michelle Smith, Kathy Smith, Thomas Thomas, Justin Tomlinson, Andi Vazquez, Mireya West, Jeffrey West, William Wright, Angelita Yaeger, Jennifer Yetko, Claire Young, Jeffrey					
Nurse Extra Duty	Smith, Gladys	Head Start	015210 Head Start	\$3,331.00		July 1, 2019
30 Hours Targeted Intervention & Enrichment	Adams, Sharon Adams-Martin, Dawn Arvizu, Virginia Bastida, Luz Braga, Alma Davidson, Charlotte Dechter, Kristine Dondalski, Christine	Taft/DHH	013091 Title I, Targeted Intervention	\$64,821.60	30	September 3, 2019

Personnel Calendar
October 22, 2019

	Federoff, Deborah Gabriele, Dawn Gordon, Teagan Graham, Natalie Gutierrez, Valerie Hall, Nadia Herr, Mary Hill, Erin Holley, Lori Jaramillo, Rosa Johnston, Colleen Jones, Christine Ju-Yin, Yen Kearns, Alice Lastra-Short, Lupe Lostanau, Jessica MacDonald, Michelle Mata-Azvedo, Theresa Mayer, Elena McClelland, Christina Montes, Karina Ortega, Jessalyn Pena, Giancarlo Smith, Katrina Smith, Michelle Taculog Espenilla, Maria Menerva Terhune, Rohry Weaver-Posse, Rebecca Young, Annie Zanca, Rita					
WIN (What I Need) Saturday Attendance Recovery Program - Lead Teachers-Extra Duty	Adeyemi, Katherine Aguilar-Ramirez, Guadalupe Altamirano, Lillian Altamirano, Michael	Pupil Support Services	010719 Saturday Attendance Recovery Program (WIN)	\$300,100.00	6.5/ session	July 1, 2019

Personnel Calendar
October 22, 2019

Alvarado, Joaquin						
Andaya, Jessica						
Anderson, Carolyn						
Apostol, Barbara						
Ashkiani, Ali						
Avila, David						
Avila, Jannike						
Ayon, William						
Bailey, Kamdon						
Banh, Billydanh						
Barba, David						
Barber, Forrest						
Barfield, Lindsey						
Barron, Melinda						
Bartholio, Mark						
Basu, Neeta						
Beaumont, John						
Beichner, Josina						
Beltran, Ammy						
Benoun, Joseph						
Benporat, Haya						
Berger, Michael						
Bermudez, Juan						
Blash, Megan						
Blois, Laurie						
Bolton, Janet						
Booker, Howard						
Boukova, Roumyana						
Bradshaw, Christopher						
Bravo, Alexandra						
Brenneman, Robert						
Brown, Tessa						
Bruno, Catherine						
Buenrostro, Edward						

Personnel Calendar
October 22, 2019

Bush, Mark Butler, Merlo Callanan, Jill Camacho, Octavio Campos, Joao Cante, Maria Cantu, Malissa Canzone, Nick Cardenas, Marisol Cardinal, Antoinette Carlson, Macy Caroompas III, John Carranza, Adrianna Cass, Justin Troy Castaneda Alvarez, Paul Castanha, William Cavanaugh, John Cavazos, Teresa Cazalis, Olivier Chacon, Gregory Chapman, Hannah Chavez, Hector Chavez, Michael Chen, George Chilton, Jana Christensen, Matthew Christman, Molly Chuang, Lynn Clement, Michelle Cleveland, Christina Cobb-Woll, Kathryn Colazas, William Conferti, Sherri Connell, Jennifer						
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Personnel Calendar
October 22, 2019

Conner, Christy					
Conners, Camron					
Conover, Matthew					
Contreras, Juan					
Contreras, Luis					
Contreras, Miriam					
Coronel, Ismael					
Corr, Sandra					
Corradino, Damian					
Cortes, Teodoro					
Cortez, Heriberto					
Cozens, Tara					
Craycraft, Gregory					
Crosbie-Davidson, Danielle					
Cruz Juarez, Juan					
Cuevas, Sofia					
Curtis, Matthew					
Cushing-Murray, Christian					
Dallas, Thomas					
Dalton, Monica					
Darrow, Ryan					
De Los Santos, Victor					
DeMent, Russell					
Decker, Sean					
DelaCuadra, Jeremy					
Dhenin, Maleah					
Diaz, Lucero					
Dinh, Sonia					
Diulio, Nickolas					
Do, Anh					
Dreyer, Claire					
Dreyer, Mary					
Dugan, Laurie					
Dukus, Robert					

Personnel Calendar
October 22, 2019

<p>Duong, Karen Duong, Kevin Echeverria, Daniel Elizondo, Gerard Elliott, Marissa Ells, Rachel Elmasry, Fareed Elway, Mark Escutia, Rosalia Espinoza, Emilio Espinoza, Tony Evans, Victoria Fabella, Thanh Trang Fausto, Brenda Fausto, David Fenwick, Randolph Fernandez, Ruben Feuerborn, Joyce Fidel, Brianna Fields, Jennie Figueroa, Ernesto Fitch, James Florance, Joseph Flores, Nancy Fonseca Chavez, Dulce Foster, Steve Fowler, Aemon Francis, Craig Gagnier, Joshua Gama, Jessica Gamnig, Michael Garbiso, Tiffany Garcia, Joseph Garcia, Juan</p>						
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Personnel Calendar
October 22, 2019

Garcia, Raul					
Garcia, Reuben					
Garcia-Chau, Elsa					
Garcia-Lopez, Araceli					
Garcia-Parada, Elizabeth					
Garibay, Oscar					
Gaw, Catherine					
Gayron, Paul					
Gentile, Nicholas					
Gersten, Alan					
Gerstman, Clifford					
Gibson, Jonathan					
Gilchrist, Dana					
Gomez, Adrian					
Gomeztrejo, Fred					
Gonzalez, Graciela					
Goodrich, Nathan					
Gordon, Roger					
Gore, Dinesh					
Gorgone, Stephen					
Govier, Robert					
Green, Eric					
Gregory, Susan					
Grinde, James					
Groff, Susan					
Guardado, Luis					
Guerra, Andrea					
Guerrero, Elizabeth					
Gundy, Afaf					
Hagan, Kathryn					
Handley, Stephanie					
Hargrove, Laura					
Harkins, Kathryn					
Harris, Donzelle					

Personnel Calendar
October 22, 2019

Harrison, Thomas					
Harvey, Todd					
Heaney, Theresa					
Helstrom, Samantha					
Hennemuth, Mark					
Hermann, Cynthia					
Hernandez, Danny					
Hernandez, Joaquin					
Herrera, Phillip					
Herrera, Susana					
Herrera-Torres, Evelyn					
Hess, Thomas					
Higgins, David					
Hightower, Sandra					
Himmelberger, Jo Ann					
Himmelberger, Paul					
Hinman, Robert					
Hollenbeck, Robin					
Hollingshead, Jason					
Hollis, Rich					
Houseman, Christopher					
Hruby, Jeffrey					
Hsia, Terry					
Huddy, Angela					
Hudson, Anne					
Huizar, Ann					
Humphrey, Geraldine					
Ibarra, Pedro					
In, Eric					
Iturralde, Christian					
Iwamoto, Dianne					
Jackson, Ryan					
Jackson, William					
Jara, Ricardo					

Personnel Calendar
October 22, 2019

<p>Jarjoura, Tony Jespersen, Martin Jocham, Laurie Johnson, Maria Jordan, Sara Jovel Ayala, Victor Kaneko, Norio Kaniski, Cynthia Ann Kavati, Kamala Kaye, Aron Kaye, Joseph Keeling, Lynette Kellar, Nena Kim, Duy Kimmons, Herbert III Kirchberg, John Knight, Sean Koeler, David Koeler, James Kong, Dawn Konstan, Mona Kriesel, Darlene Krmpotich, Robert LaBare, Heather Landrian, Ana Landrian, Olga Lapic, Andrew Lara, Yuri Larragoiti, Nancy Larsen, Jacob Larsh, Nadine Lawhon, Charles Lawrence, George Lee, Christopher</p>						
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Personnel Calendar
October 22, 2019

<p> Lee-Butts, Susan Lemus, Devora Lemus Zavala, Maria Leon, Angel Leon, Jose Leonard, Amanda Leung, Andrew Leung, Nancy Lillie, Brian Liskey, Michael Loh, Brenda Lopez, Kathy Lopez, Veronica Lozano, Richard Lucas, Bryan Lucas, Damiane Luong, Oriel Lutack, Ian Lynch, Dennis Lytle, Jill Mac Lennan, Luke MacLennan, Sara Mackenzie, Marcus Madrid, Albert Madrigal, Erik Malagon, Arnulfo Maldonado, Gloria Maldonado, Rigo Manntai, Eric Manntai, Jessica Martinez, Andres Martinez, Roman Martinez Hernandez, Norma Marting, Richard </p>						
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Personnel Calendar
October 22, 2019

Mateo, Amelia						
Mc Cook, Robert						
Mc Mahon, Jeanette						
McCamish, Scott						
McCluskey, Kameron						
Mcmullen, Carrie						
Medina, Joel						
Merkovsky, Michael						
Mier Y Teran Madureri, Francisco						
Miller, Melissa						
Miranda, Ivan						
Mirhashemi, Niloufar						
Mitchell, Glenn						
Mitchell, Laura						
Mohammadi, Mehdi						
Molina, Fausto Jr.						
Monce, Maria						
Montero, Adrian						
Moothart, Heather						
Morales, Karina						
Morales, Vanessa						
Morales-Mandler, Elvia						
Moran, Zuleyma						
Morgan, Juliana						
Morgan, Lisa						
Morgan, Robert						
Morris, Jessica						
Morris, Linda						
Morris, Matthew						
Mullins, Peter						
Murgolo, Kimberly						
Musngi, Noemi						
Neufeld, Sara						
Nguyen, Dana						

Personnel Calendar
October 22, 2019

<p> Nguyen, Michael Nguyen, Ngan Kim Nguyen, Thu Nimmo, Samuel Ninofranco, John Noel, Barbara Nolan, Alicia Nong, Amber Oberreuter, Richard Osle, Lizette Osseck, Thomas Oveson, James Owens, Sarah Parchmann, Mark Parga, Regina Park, Cheryl Parker, Corrine Parra-Nevarez, Alejandro Peimbert, Barbara Pena, Maricela Penaflor, Joe Perez, Enrique Perez, Mirna Perez, Randall Perez-Chun, Maria Pesak, Rod Peterson, Kathleen Petrut, Tudor Pfeifer, Thomas Pham, Quoc Vuong Phillips, Charles Pierre, Eric Pineda, Claudia Pinto, Franklin </p>						
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Personnel Calendar
October 22, 2019

Pola, Kevin						
Pola, Selene						
Polopolus, Jason						
Polydoros, Lori						
Priess, Ann						
Proctor, Michael						
Pruden, Suzanne						
Putros, Danial						
Qafaiti, Selena						
Quezada, Ana-Brenda						
Quinanola, Mark						
Ramirez, Robert						
Ramos, Rafael						
Rathe, Evan						
Rear, Lara						
Reed, Ashleigh						
Reed, Carah						
Reekers, Annie						
Rendon, Rocio						
Renn, Beth						
Reuter, David						
Reyes, Pedro						
Reynozo, Jesse						
Rhodes, David						
Richardson, Craig						
Rios, Estefani						
Risk, Heather						
Riturban, Vanessa						
Rivera, Zayra						
Robertson, Courtney						
Robinett, Melissa						
Robison, James						
Rocha Rodriguez, Diego						
Rodebaugh, Gary						

Personnel Calendar
October 22, 2019

Rodebaugh, Jeanne						
Rodriguez, Martha						
Rodriguez, Michael III						
Rodriguez-Thomas, Rocio						
Rojas, Nelida						
Romero, Analu						
Salazar, Nichole						
Sanborn, Katrinka						
Sanchez, Jose						
Sanchez, Mayra						
Sanchez, Rudy						
Sandercock, Adam						
Sandquist, Brian						
Santiago, Joshua						
Santos, Mark						
Scanlon, Brian						
Scherger, Adrian						
Schoonmaker, Rory						
Schroeder, Kelly						
Schultz, Kevin						
Schwinge, Terrence						
Sechrest, Eric						
Segalla, Margaret						
Seigel, Helen						
Serrano, Corin						
Setlich, Laurette						
Shelton, Arlyn						
Shen, Grace						
Shepherd, Christine						
Shimasaki, Darren						
Siddall, Marie-Claire						
Siesel, Jane						
Silva, Matthew						
Silva, Meliton						

Personnel Calendar
October 22, 2019

Silverman, Steven						
Silverstein, Cassandra						
Siratt, Julie						
Sirgy, Michelle						
Sloan, Erin						
Smith, Jason						
Smith, Kathy						
Smith, Thomas						
Snyder, William						
Soave, Alicia						
Sonne-Diddi, Jaimeson						
Sotelo, Laura						
Soto, Hilda						
Spielfogel, Andrea						
Stack, Theresa						
Statler, Monique						
Sterner-Hargrave, Christy						
Stevens, Kelly						
Stevenson, Neil						
Stoewsand, Shelby						
Storms, Tamara						
Sutherland, Nancy						
Swanson, Christopher						
Swanstrom, Carl						
Ta, My						
Tagaloo, Joseph						
Tamaoki, Sunny						
Tappa, Shane						
Tayco, Lance						
Tena, Daniel						
Terich, Michael Jr.						
Terwilliger, Erik						
Thomas, Justin						
Thomas, Maryanne						

Personnel Calendar
October 22, 2019

Thompson, Robert					
Tieu, Ngoc					
Timmons, Eric					
Titus, Timothy					
Tomlinson, Beth					
Toroman, Zorica					
Tran, Chi					
Tran, Chyna					
Treen, Lisa					
Treffry, Aracely					
Trumbo, Richard					
Tsai, Becky					
Tukia, Inoke					
Turner, Rosalind					
Turner, Sheri					
Upmeyer, Megan					
Urrea, Gustavo					
Uytingco, Emmanuel					
Valencia, Claudia					
Valenzuela, Edward					
Vallejo, Eliana					
Van Dusen, Kathy					
Vanags, Michael					
Vazquez, Benjamin					
Vazquez, Jose					
Vazquez, Roberto					
Veitch, Deborah					
Vela, Eddie					
Verdesoto, Karla					
Vicari, Elva					
Villalobos-Vargas, Juana					
Villasenor, Julio					
Vo, Truc					
Volmer, Susan					

Personnel Calendar
October 22, 2019

	<p>Vu, Lan Wagner, Regina Walden-Schulz, Lincoln Walker, Sarah Walle, Angelita Wardy, Meredith Werdel, Timothy West, Jeffrey West, William Westing, Judith Whittington, Cheryl Wiley, Amanda Williams, David Wilson, Joe Witte, Laura Witzigman, Sandra Wolfe, Michael Wong, Lai Woo, Linh Wood, Michael Woods, Adam Wren, Christopher Wright, Lori Yaeger, Jennifer Yamashita, Sandra Yetko, Claire York, Jennifer You, Hahnuel Young, Jeffrey Young, Jessica Zaki, Sherif Zamora, Erica Zinger, Maia</p>					
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TK Foundational Skills Testing	Brubaker, Krisit Henry, Brenda Padilla, Debbie Perez, Maribel Sleiman, Angela	K-12 Teaching Learning	010704 Dept. SC-LCFF-Supplemental/Concentration	\$24,008.00		August 1, 2019
30-Hour Targeted Intervention & Enrichment	Avila, David Ayon, William Bartholio, Mark Beltran, Ammy Berger, Michael Cardenas, Marisol Castaneda Alvarez, Paul Cavazos, Teresa Cazalis, Olivier Chant, Angie Cleveland, Christina Conover, Matthew Corradino, Damian Cortez, Francisco Cozens, Tara Delgado, Gabriel Dhenin, Maleah Diaz, Lucero Dreyer, Claire Duong, Karen Elizondo-Rodriguez, Leslie Fausto, Brenda Fausto, David Fe, Helen Fitch, James Fonseca Chavez, Dulce Fowler, Aemon Frenz, William Friedersdorf, Kristin	Valley High School	013091 Title I, Targeted Intervention	\$169,064.34		August 12, 2019

Personnel Calendar

October 22, 2019

<p>Gabaldon, Robert Garcia, Jose Garcia, Reuben Garcia, Saul Garcia-Parada, Elizabeth Gibbs, April Gomez-Pedroza, Laura Hagan, Kathryn Hennemuth, Mark Hernandez, Joaquin Hernandez, Robert Hollenbeck, Robin Humphrey, Geraldine Kim, Youngchul Kirchberg, John Landrian, Ana Landrian, Olga Larsen, Jacob Leonard, Amanda Leung, Nancy Lopez, Adolfo Lopez, Kathy Lopez, Veronica Lutack, Ian Lynch, Dennis Madrid, Albert Madrigal, Erik Maldonado, Rigo Martinez, Veronica Martinez, Yobany McCamish, Scott Mejia, Juan Mohr, Lawrence Morales, Karina</p>						
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Personnel Calendar
October 22, 2019

Moran, Zuleyma Morris, Matthew Oberreuter, Richard Ortiz, Brenda Parra-Nevarez, Alejandro Pineda, Claudia Richardson, Craig Rios, Estefani Risk, Heather Riturban, Vanessa Rodman, Richard Sanchez, Jose Sanchez, Mayra Sanchez, Rogelio Sanchez, Rudy Santiago, Joanna Scanlon, Brian Sell, Ortencia Shimasaki, Darren Siratt, Julie Smith, Blake Tarnow, Paula Terwilliger, Erik Turner, Sheri Vazquez, Benjamin Vazquez, Jose Verdesoto, Karla Vo, Truc Vu, Minh Walshe, Robbie Whitney, Liam Woo, Linh						
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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RETIREMENT				
Arriola, Patty	Media Operations Specialist	Communications Office	December 27, 2019	
RESIGNATION				
Aguilar, Hephzibah	Licensed Vocational Nurse	Health/Home-Hospital Instruction	October 10, 2019	
Black, Lana	Student Support Paraprofessional Special Education	Alternative Education	August 8, 2019	
Bourne, Clifford	School Police Officer	School Police Services	September 27, 2019	
Caspiaran, Guadalupe	After School Instructional Provider	Lincoln	September 26, 2019	
Encizo, Jessica	Instructional Assistant Biliterate	Roosevelt	September 17, 2019	
Joaquin, Quintila	Activity Monitor	Santiago	September 3, 2019	
Kubiak, Michelle	After School Instructional Provider	Franklin	September 23, 2019	
Noria, Isabella	Licensed Vocational Nurse	Health/Home-Hospital Instruction	August 8, 2019	
Ortega, Jael	Instructional Assistant Severely Disabled	Special Education	September 25, 2019	
Perez, Edith	Instructional Assistant Biliterate	Lincoln	September 20, 2019	
Pineda, Jesus	Community Worker	Community Relations	September 6, 2019	
Serrato, Alma	Site Coordinator	Madison	September 24, 2019	
Shelton, Jill	Teacher's Aide	ECE	May 31, 2019	

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESIGNATION (Continued)				
Truong, Ryan	Instructional Assistant Provider	McFadden	September 6, 2019	
Vieyra, Kimberly	Nutrition Services Lead Satellite	Madison	September 30, 2019	
Vilchis, Karen	Teacher's Aide	ECE	September 23, 2019	
PROBATIONARY APPOINTMENTS				
Acker, Elizabeth	Autism Paraprofessional	Washington	September 30, 2019	Grade/Step 24/1
As, Abdulkareem	Student Support Paraprofessional Special Education	Santa Ana	October 14, 2019	Grade/Step 19/1
Ayala, Marissa	After School Instructional Provider	Thorpe	September 16, 2019	Grade/Step 16/1
Bautista, Erika	After School Instructional Provider	Madison	September 23, 2019	Grade/Step 16/1
Ceja, Yesenia	After School Instructional Provider	Heroes	September 23, 2019	Grade/Step 16/1
Delgado Banuelos, Luis	Custodian	Building Services	October 23, 2019	Grade/Step 23/1 + Differential
Enriquez, Jessica	Instructional Assistant Severely Disabled	Adams	September 23, 2019	Grade/Step 20/1
Haro, Melissa	After School Instructional Provider	Hoover	September 16, 2019	Grade/Step 16/1
Horta, Jazmine	After School Instructional Provider	Walker	September 23, 2019	Grade/Step 16/1
Huerta Rendon, Rosa	Custodian	Building Services	October 23, 2019	Grade/Step 23/1 + Differential
Lee, Charles	Nutrition Services Lead Production Kitchen	Santa Ana	October 28, 2019	Grade/Step 21/1
Lua, Claudia	After School Instructional Provider	Lowell	September 23, 2019	Grade/Step 16/1
Martinez-Torres, Moriah	After School Instructional Provider	Jackson	September 23, 2019	Grade/Step 16/1
Montano, Melissa	Nutrition Services Assistant	Century	October 23, 2019	Grade/Step 14/1
Morales, Jessica	After School Instructional Provider	Lincoln	September 16, 2019	Grade/Step 16/1

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROBATIONARY APPOINTMENTS (Continued)				
Munoz, Vianae	After School Instructional Provider	Carver	September 23, 2019	Grade/Step 16/1
Padilla, Alyssa	After School Instructional Provider	After School Programs	September 23, 2019	Grade/Step 16/1
Rojas, Seidy	After School Instructional Provider	Edison	September 23, 2019	Grade/Step 16/1
Salinas, Irma	Nutrition Services Assistant	Santa Ana	October 23, 2019	Grade/Step 14/1
Sanchez, Yvette	After School Instructional Provider	Fremont	September 16, 2019	Grade/Step 16/1
Shelton, Jill	Student Support Paraprofessional Special Education	Santa Ana	October 7, 2019	Grade/Step 19/1
Solorio, Janet	After School Instructional Provider	Franklin	September 24, 2019	Grade/Step 16/1
Tlaxcalteca, Jessica	After School Instructional Provider	Greenville	September 23, 2019	Grade/Step 16/1
PROMOTIONAL APPOINTMENTS				
Brennan, Brittany	Student Support Paraprofessional Special Education	Greenville	September 23, 2019	From After School IP Grade/Step 16/3 to Grade/Step 19/3
Lioudkou, Ana	Instructional Assistant Biliterate	Washington	October 7, 2019	From Activity Monitor Grade/Step 10/1 to Grade/Step 16/1
Vargas, Karen	Instructional Assistant Biliterate	Adams	October 9, 2019	From Teacher's Aide Grade/Step 10/2 to Grade/Step 16/1
REASSIGNMENTS (Change of Work Site)				
Agustin, Jasmin	After School Instructional Provider	Jackson	September 9, 2019	From Itinerant

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
REASSIGNMENTS (Change of Work Site) (Continued)				
Bautista, Erika	After School Instructional Provider	Madison	September 23, 2019	From Itinerant
Brehm, Lauren	After School Instructional Provider	Taft	September 3, 2019	From Itinerant
Calderon, Betty	Categorical Budget Analyst	Special Education	October 7, 2019	From Budget Department
Diaz de Ramirez, Fabiola	Nutrition Services Assistant	Century	October 23, 2019	From Godinez
Elenes, Xochitl	Personnel Technician	Human Resources	October 23, 2019	From Benefits Department
Moreno, Krystalena	After School Instructional Provider	Heroes	September 6, 2019	From Itinerant
Muro, Jessica	Attendance Technician	Middle College	October 23, 2019	From Site Clerk
Nava, Albert	After School Instructional Provider	Santiago	September 4, 2019	From Itinerant
Villar, Priscilla	After School Instructional Provider	Muir	September 3, 2019	From Itinerant
ADJUSTMENT OF WORKING ASSIGNMENTS				
Alonzo, Mariela	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Carmona, Selena	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Cortez, Rosalba	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Fernandez, Esbeidi	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Garcia, Arturo	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Garcia, Rebecca	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Gonzalez, Ninfa	Activity Monitor	Sepulveda	August 15, 2019	From 2.67 hours to 3.9 hours
Hernandez, Gricelda	Nutrition Services Assistant	Godinez	October 23, 2019	From 3.5 hours to 6.5 hours
Lagunas, Adriana	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Macias, Adriana	Activity Monitor	Monte Vista	August 26, 2019	From 3.87 hours to 3.9 hours
Martinez Murillo, Maria	Activity Monitor	Monte Vista	August 26, 2019	From 3.87 hours to 3.9 hours
Monterrosa, Nora	Nutrition Services Assistant	Godinez	October 23, 2019	From 3.5 hours to 6.5 hours

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENTS (Continued)				
Morales-Romero, Maria	Activity Monitor	Carver	August 15, 2019	From 2.65 hours to 3.9 hours
Perez Torres, Esmeralda	Nutrition Services Assistant	Godinez	October 23, 2019	From 3.5 hours to 6.5 hours
Phan, Thu	Nutrition Services Assistant	Nutrition Services	October 23, 2019	From 3.5 hours to 6.5 hours
Quiroz, Noelia	Nutrition Services Assistant	Godinez	October 23, 2019	From 3.5 hours to 6.5 hours
Saldana, Susana	Teacher's Aide	ECE	September 30, 019	From 9.5 months to 12 months
Sosa, Leticia	Nutrition Services Assistant	Godinez	October 23, 2019	From 3.5 hours to 6.5 hours
TEMPORARY ASSIGNMENTS				
Archila, Yadira	School Office Manager Elementary	Monroe	September 30, 2019- October 18, 2019	Grade/Step 28/6
Barrett, Shawn	Plant Custodian Elementary	Madison	September 17, 2019- October 25, 2019	Grade/Step 28/5
Colon, Diane	Instructional Assistant Severely Disabled	Lowell	September 13, 2019- October 16, 2019	Grade/Step 20/6
Dougan, Altalagi	Autism Paraprofessional	Willard	October 17, 2019 - October 31, 2019	Grade/Step 24/2
Esparza, Juan	Plant Custodian Elementary	Greenville	October 3, 2019 - October 7, 2019	Grade/Step 28/5
Godinez Canal, Norma	School Office Manager Intermediate	MacArthur	September 30, 2019- October 8, 2019	Grade/Step 28/5 + Bilingual
Gomez, Liza	Registrar Intermediate	MacArthur	September 30, 2019- October 25, 2019	Grade/Step 24/6

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continued)				
Gonzalez, Melissa	Site Coordinator	Esqueda	October 7, 2019 - October 31, 2019	\$25.50 hourly rate
Hernandez, Leonel	Construction Supervisor	Building Services	September 13, 2019- October 8, 2019	Grade/Step 50/1
Kim, Eun	Site Coordinator	Muir	September 16, 2019 - September 20, 2019	\$25.50 hourly rate
Lara, Paola	Personnel Technician	Nutrition Services	October 1, 2019 - October 31, 2019	Grade/Step 32/4
Magallon, Mario	Senior Groundskeeper	Building Services	September 23, 2019 - October 4, 2019	Grade/Step 30/5
Maldonado, Melissa	Food Service Field Supervisor	Nutrition Services	October 1, 2019 - October 31, 2019	Grade/Step 40/4
Martinez Villa, Emma	Nutrition Services Lead Satellite Kitchen	Nutrition Services	August 15, 2019 - September 30, 2019	Grade/Step 21/3
Perea, Joseph	Data Base Engineer	TIS	September 19, 2019 - October 11, 2019	Grade/Step 52/6
Perez, Evangelina	Autism Paraprofessional	Willard	April 8, 2019 - October 31, 2019	Grade/Step 24/6
Quintor, Kathy	Site Coordinator	Madison	September 25, 2019 - October 14, 2019	\$25.50 hourly rate
Rodriguez, Veronica	ELD Bilingual Program Secretary	El Programs & Student Achievement	September 25, 2019 - October 24, 2019	Grade/Step 32/5
Roman, Lorena	Site Coordinator	Jefferson	September 16, 2019 - September 20, 2019	\$25.50 hourly rate

Dr. Hiacynth D. Martinez, Assistant Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 22, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continued)				
Romero Ramirez, Luis	Food Service Lead Production Kitchen	Nutrition Services	September 17, 2019 - October 31, 2019	Grade/Step 21/3
Rosales, Jose	Food Service Lead Production Kitchen	Nutrition Services	September 16, 2019 - October 31, 2019	Grade/Step 21/3
Serafin, Adela	Executive Secretary	K12 Teaching & Learning	September 25, 2019 - October 24, 2019	Grade/Step 33/6 + Bilingual + Confidential
Vo, Trambich	Site Coordinator	Washington	September 23, 2019 - October 14, 2019	\$25.50 hourly rate
HOURLY APPOINTMENTS				
Candelas, Danielle	AVID Tutor	Villa	September 26, 2019	Grade/Step 16/1
Gutierrez, Brenda	AVID Tutor	Villa	September 19, 2019	Grade/Step 16/1
Harrell, Marcus	Instructional Assistant Provider	Godinez	September 19, 2019	Grade/Step 16/1
Juarez, Jessica	AVID Tutor	Mendez	September 21, 2019	Grade/Step 16/1
Ramirez, Valeria	AVID Tutor	Santa Ana	September 19, 2019	Grade/Step 16/1
Reyes, Allison	AVID Tutor	Villa	September 24, 2019	Grade/Step 16/1
Valencia, Alondra	AVID Tutor	Santa Ana	September 19, 2019	Grade/Step 16/1

Title of Activity	Employee Name(s)	Site/Dept	Funding Source	Total Amount Not to Exceed	Total Hours Not to Exceed	Date Service From
Extra Duty - Heroes	Chamu, Blanca Fournier, Angelica Quesada, Hiediliza	Heroes Elementary School	Fund 01 General Fund	\$10,000.00		July 30, 2019

Maintenance (Trades) Overtime 2019-2020	Aguilar, Humberto Alonso Jr., Neftali Alvarado, Rick Arambula, Jesus Avila, Mark Betancourt, Andres Boyd III, James Burton Jr., Clyde Castro, Rodolfo Clayton, Richard Cortez, Fernando Fournier, Reed Gallardo, Charles Garcia, John Gonzalez, John Gurnee, Jeffrey Henry, Michael Hibbs, Jason Kelly, Michael Kusinsky, James Lacy, Ronald Leeds, Glen Leon, Salvador Lopez, Jason Marroquin, Johnny Martinez, Ricardo Martinez, Miguel	Building Services	Fund 01 General Fund	\$150,000.00	2,679	July 1, 2019
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	Moreno Alba, Tomas Offenback, David Osborne, Brian Pecharich, Joseph Pulido, Daniel Quintero Rodelo, Roberto Reyes Cruz, Raul Rodriguez, Jose Romo, Jorge Salazar, Frankie Saldana, Aldo Sharp, Marvin Sierra, Matthew Simich, John St.Clair, Phil St.Lawrence, Marlon Tran, Binh Viramontes, Esteban Vizcaino, Hector Zuniga Murillo, Cesar					
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Maintenance (Trades) Overtime 2019-2021	Aguilar, Humberto Alonso Jr., Neftali Alvarado, Rick Arambula, Jesus Avila, Mark Betancourt, Andres Boyd III, James Burton Jr., Clyde Castro, Rodolfo Clayton, Richard Cortez, Fernando Fournier, Reed Gallardo, Charles Garcia, John Gonzalez, John Gurnee, Jeffrey Henry, Michael Hibbs, Jason Kelly, Michael Kusinsky, James Lacy, Ronald Leeds, Glen	Building Services	Fund 01 General Fund	\$150,001.00	2,680	July 2, 2019
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	Moreno Alba, Tomas Offenback, David Osborne, Brian Pecharich, Joseph Pulido, Daniel Quintero Rodelo, Roberto Reyes Cruz, Raul Rodriguez, Jose Romo, Jorge Salazar, Frankie Saldana, Aldo Sharp, Marvin Sierra, Matthew Simich, John St.Claire, Phil St.Lawrence, Marlon Tran, Binh Viramontes, Esteban Vizcaino, Hector Zuniga Murillo, Cesar					
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Civic Center Extra Duty for District Safety Officer	Aguirre, Francisco Boonmag, Nicholas Burnett, Deborah Castro Herrera, Juan Ceniceros, Gilbert Cisneros, Isaac Cruz, Alexandro Delgado, Juan Escobar, David Flores,Ralph Flores,Sylvia Garcia,Anthony Godinez, Enrique Gomez,Maria Gonzales, Freddie Gonzales, Vincent Guillen, Eduardo Guillen, Damian Hernandez, Oscar Lopez, Leticia Lyons, Irma Martinez, Gilbert Martinez-Lopez, Celia Morales, Mark	Building Services	Civic Center Rental Fees	\$95,000.00	2,100	July 1, 2019
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	Pena, Rudy Perez, John Pinedo, David Pita, Lazaro Plascencia, Veronica Quezada, Juan Ramos Jr., Raul Rios, Ronald Salazar, Jose Salcido, Arturo Salgado, Dennis Sandoval, Ray Sarkisyan, Sevan Solares Jr., Ramon Velarde, Mauricio					
Civic Center Events Extra Duty Stage Manager	Cervantes, George Lopez, Eduardo Lopez, Josue Munguia Manzo, Joel Sanchez, Maurice Westmyer, John	Building Services	Civic Center Rental Fees	\$35,000.00	775	July 1, 2019

Extra Help English Learners Program Activity Monitors	Aguilar, Maria Anacleto, Maria Avila-Duran, Graciela Cabrera, Maria Chairez, Maria Luisa Espinal, Berna Garcia, Esther Hernandez, Maria Herrera, Catalina Mendez, Patricia Murillo, Rosana Nunez, Adelfina Osorio, Maria Salgado, Bertha Sanchez, Gregoria Torres, Maria Villela, Elvira	English Learners Programs	Title I, Core Set Aside	\$800.00		September 1, 2019
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Civic Center Extra Duty Computer Technician	Adornetto, Thomas Antunez, Carlos Avalos, Juan Barajas, Maritsa Barriga, Noralyn Berber-Chavez, Patricia Cerde, Carmen Dehaan, Ryan Diaz, Oscar Duran, Edward Escalante, Jason Fitzpatrick, Jeff Garcia, Beatriz Garibay, Guadalupe Hernandez, Ronald Howell, English Jasso, Ana Khiev, Chhoteka Koh, Augustine Lara, Eric Leal, Ada Lopez, Michael Lopez, Natalia Lopez, Ramon Lozano, Jesus	Civic Center	Civic Center Rental Fees	\$5,000.00	125	July 1, 2019
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	Martinez, Francisco Mata, Ruben Mendoza, Oscar Oviedo, Lucie Pena, Hector Perez, Marcos Quezada, Elida Ramirez, Olga Lidia Rodriguez, Xiclae Sanchez, Christian Sanchez Trillas, Veronica Santana, Juan Santiago, Esther Saucedo, Michael Tena, David Torres, Agustin Torres, Edmundo Torres, Rodrigo Tran, Brian Truong, Rick Vega, Pedro Wang, Elizabeth Wolfe, Corey					
Orange County Leadership Conference (OCL) Overnight Supervision	Perez, Genesis	Middle College	Unrestricted Discretionary Accounts	\$500.00		August 6, 2019

Extra Time for Districtwide Events that Require District Safety Officers	Aguirre, Francisco Boonmag, Nicholas Burnett, Deborah Castro-Herrera, Juan Ceniceros, Gilbert Cisneros, Isaac Cruz, Alexandro M. Davis, Brent M. Delgado, Juan M. Escobar, David Flores, Sylvia A. Flores, Ralph A. Flores, Yvette Y. Garcia, Anthony Godinez, Enrique S. Gomez, Maria Gonzales, Freddie Gonzales, Vincent E. Guillen, Damian Guillen, Eduardo Hernandez, Oscar Lopez, Leticia M. Lyons, Irma V. Martinez, Gilbert R.	School Police Services	Fund 01 General Fund	\$45,000.00	858	August 28, 2019
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	Martinez-Lopez, Celia Morales, Mark M. Pena, Rudy J. Perez, John Pinedo, David Pita, Lazaro Plascencia, Veronica Quezada, Juan Carlos Ramos, Raul Rios, Ronnie Salazar, Jose C. Salcido, Arturo Salgado, Dennis Sandoval, Ray L. Sarkisyan, Sevan Solares, Ramon Velarde, Mauricio					
AVID Tutors	Garcia, Laura Neri, Jessica Padilla, Maria Palomino, Magdalena Torres, Monique	Mendez Fundamental	010705 SC-LCFF-Supplemental/Concentration (School Personnel)	\$35,000.00		August 12, 2019
Extra Duty SSP's and Instructional Assistants	Cruz Rodriguez, Cinthya DeRosas, Teresa Funes, Rosalia Gomez, Yolanda Gonzalez, Evangelina Locken, Wendy Mejia, Vanessa Sanchez, Sabrina Valdez, Valdez	Esqueda Elementary School	010030 Unrestricted Discretionary Accounts	\$1,546.32	40	October 1, 2019

Visual and Performing Arts Events	Aguirre, Francisco Boonmag, Nicholas Burnett, Deborah Castro Herrera, Juan Ceniceros, Gilbert Cisneros, Isaac Cruz, Alexandro Davis, Brent Delgado, Juan Escobar, David Flores, Sylvia Flores, Ralph Flores, Yvette Garcia, Anthony Godinez, Enrique Gomez, Maria Gonzales, Freddie Gonzales, Vincent Guillen, Damian Guillen, Eduardo	Visual and Performing Arts	010704 Department SC-LCFF- Supplemental/ Concentration	\$8,185.50		November 1, 2019
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	Hernandez, Oscar Lopez, Leticia Lyons, Irma Martinez, Gilbert Martinez-Lopez, Celia Morales, Mark Pena, Rudy Perez, John Pinedo, David Pita, Lazaro Plascencia, Veronica Quezada, Juan Ramos Jr, Raul Rios, Ronald Salazar, Jose Salcido, Arturo Salgado, Dennis Sandoval, Ray Sarkisyan, Sevan Solares Jr, Ramon Velarde, Mauricio					
Visual and Performing Arts Events	Cervantes, George Lopez, Eduardo Lopez , Josue Munguia Manzo, Joel Sanchez, Maurice Westmyer, John	Visual and Performing Arts	010704 Dept. SC-LCFF-Supplemental/Concentration	\$3,819.90		September 3, 2019
DSO Support Extra Curricular Activities	Cisneros, Isaac Escobar, David Rios, Ronald	Saddleback High School	010030 Unrestricted Discretionary Accounts	\$10,914.00		August 1, 2019

Construction Custodial Overtime	Brown, Gerald Chavarria Ortiz, Luis DeSouza, Cido Guadarrama, Guadalupe Serrano, Robert	Saddleback High School	499010 Fd 49 Miscellaneous	\$1,418.82		August 1, 2019
Translating Support- Office	Barcenas Munoz, Oliva Linares, Jacqueline Pittman, Ivonne	Garfield Elementary School	010030 Unrestricted Discretionary Accounts	\$2,577.20		September 25, 2019
Translating Support- SSPs & IAs	Abarca, Maria Kovacas, Elvira Sanchez, Samantha	Garfield Elementary School	010030 Unrestricted Discretionary Accounts	\$2,577.20		September 25, 2019
Restorative Practices	Aguilar Avellaneda, Garcia, Julio Garcia, Jasmene Godinez, Tomas Gonzalez, Marily Moreno, Fernando Padilla, Brenda	Extended Learning (After School Programs)	010736 Restorative Practice/Violence Prevention Expansion (High Schools)	\$9,463.48		August 12, 2019
Recess 360	Aguilar Avellaneda, Julio Flores, Francisca Gonzalez, Marily Jaimes, Patricia Martinez, Mario Ruiz Gonzalez, Maria	Extended Learning (After School Programs)	010056 Recess 360 Plan	\$40,486.52		August 12, 2019

SAELI Childcare	Chairez, Maria Cruz, Ramona Espinal, Bernarda Garcia, Esther Mendez, Patricia Munoz, Elizabeth Salgado, Bertha Villela, Elvira	K-12 Teaching & Learning	010300 Department Unrestricted Discretionary Accounts	\$2,390.35		August 1, 2019
Extra Duty - Tutoring Intervention	Calleros, Valerie Rodriguez, Hilda	Franklin Elementary School	010030 Unrestricted Discretionary Accounts	\$2,448.34	30	October 1, 2019
Custodian Extra Duty	Perales, Carlos Ruvalcaba, Marco	Washington Elementary School	010030 Unrestricted Discretionary Accounts	\$2,182.80		August 12, 2019
ASSETs SC Overtime - Saddleback	Amezcu, Richard	Extended Learning (After School Programs)	015868 21st Century ASSETS (roll-up 4124)	\$751.43		July 1, 2019
ASSETs SC Overtime - Godinez	Amezcu, Salvador	Extended Learning (After School Programs)	015868 21st Century ASSETS (roll-up 4124)	\$250.48		July 1, 2019
ASSETs SC Overtime - Santa Ana	Andrade, Santiago	Extended Learning (After School Programs)	015868 21st Century ASSETS (roll-up 4124)	\$500.95		July 1, 2019
Childcare Supervision	Arredondo, Concepcion	Jefferson Elementary School	010030 Unrestricted Discretionary Accounts	\$2,577.20		September 23, 2019
Early Learning Plan - Before/After School Tutoring	Arroyo, Arturo	Monte Vista Elementary School	010730 SC-Early Learning (PreK-gr 6)	\$3,479.22		September 17, 2019

Sworn Personnel - Century High School Football Games Overtime	Aquino, Richard	School Police Services	010030 Unrestricted Discretionary Accounts	\$6,548.40	80	August 12, 2019
Sworn Personnel - Godinez Fundamental High School Football Games Overtime	Aquino, Richard	School Police Services	010030 Unrestricted Discretionary Accounts	\$6, 548.40	80	August 12, 2019
Sworn Personnel - Saddleback High School Football Games Overtime	Aguino, Richard	School Police Services	010030 Unrestricted Discretionary Accounts	\$6,548.40	80	August 12, 2019
Sworn Personnel - Santa Ana High School Football Games Overtime	Aquino, Richard	School Police Services	010030 Unrestricted Discretionary Accounts	\$6,548.40	80	August 12, 2019
Sworn Personnel - Segerstrom High School Football Games Overtime	Aquino, Richard	School Police Services	010030 Unrestricted Discretionary Accounts	\$6,548.40	80	August 12, 2019

Sworn Personnel - Valley High School Football Games Overtime	Barrett, Shawn	School Police Services	010030 Unrestricted Discretionary Accounts	\$6,548.40	80	August 12, 2019
AVID Tutors	Angulo, Dianna Cielo Misaico, Jasmin Duque, Jennifer Jagrop Singh, Sukhdip Khan, Sabrina Luvianos, Chriss Ramires, Enrrique Silva, Eduardo Torres, Diana	Segerstrom High School	010705 SC-LCFF- Supplemental/ Concentration (School Personnel)	\$38,658.00		September 1, 2019
Construction Department - Custodial Extra Help/Overtime	Becerra, Leonardo	Construction	499010 Fd 49 Miscellaneous	\$10,914	150	August 1, 2019
Migrant Ed School Readiness Program(MESRP) Summer School Child Development Teacher	Gonzalez, Gladys Torres, Irene	English Learners Programs	013060 IASA:Title I Migrant Ed Regular Program	\$3,819.90	120	July 1, 2019

Summer Showcase Technicians Support	Castro, Rodolfo Gurnee, Jeffrey Henry, Michael Kusinsky, James Leeds, Glen Pecharich, Joseph Roberts, Justin Romo, Jorge	K-12 Teaching & Learning	010789 Summer Enrichment	\$1,746.24		September 17, 2019
Visual and Performing Arts Events	Acevedo, Romeo Acuna, Joseph Aguilar, Josue Aguilar, Leobardo Aguilar Aranda, Giovanni Alberto, Irma Alcaraz, Alfred Alvarado, Mario Alvarez, Manuel Alvarez, Mario Amezcuca, Jorge Amezcuca, Richard Amezcuca, Salvador Andrade, Santiago Arreola, Jesus Arroyo, Arturo Arroyos, Juana Arroyos, Theodore Atilano, Marcelino Avina, Osbaldo	Visual and Performing Arts	010704 Department SC-LCFF-Supplemental/Concentration	\$3,865.80		November 1, 2019

Barajas Gallegos, Francisco Barrett, Shawn Bazurto, Bobby Becerra, Leonardo Bedolla, Oscar Bejar, Jose Beltran Jr., Gustavo Benavidez, Jaime Bravo-Solis, Miguel Briones Rodriguez, Virginia Brown, Gerald Carmen, Celestino Carranza Jr, Raul Carrillo Castaneda, Abraham Chavarria-Ortiz, Luis						
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	Cifuentes, Angel Contreras, Carlos Contreras Jr, Juan Correa, Edgar Cortez, Jesus Cortez, Jim Cota, Leobigildo Cristobal, Keple Cuellar, Roberto Daniel, Jose Davis, John Delgado, Juan Desouza, Cido Diaz, Omar Dominguez, Michael Dominguez Rodriguez, Omar Duran, Christian Elias, Damian Enriquez, Mario Esparza, Juan Espino, Hugo Estolano-Castro, Alma					
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	Fernandez, Emilio Figueroa, Patricia Figueroa, Guadalupe Figueroa, Jose Funes, Jorge Gallegos, Cirilo Galvan Martinez, Juan Garay, Maria Garcia, Gilbert Garcia, Luis Garcia, Juan Garcia, Jesus Giron de Castro, Julia Glasper, Sharon Gomez, Ricardo Gonzaga, Eric Gonzalez, Jonathan Gonzalez, David Gonzalez, Gladys Gonzalez Soto, Jesus					
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	Gordon, Edward Guadarrama Valencia, Guadalupe Guerrero, Manuel Guerrero, Juan Gutierrez, Edward Gutierrez, Pablo Gutierrez, Francisco Gutierrez Rodriguez, Alejandro Hardwick, Dawn Hernandez, Alvaro Hernandez, Antonio Hernandez, Daniel Herrera Facusseh, Elias Hill, Donald Jimenez, Paulino Jimenez, Ramon					
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Jung, Robert						
Jusay, Dante						
Lara Cruz, Adolfo						
Lavayen, Omar						
Lemus, Manuel						
Leon, Alicia						
Leon, Edward						
Lomeli, Rosa						
Lopez, Andrew						
Lopez, Gerson						
Lopez, Glen						
Lopez, Joshua						
Lopez, Maria						
Lopez, Arnulfo						
Lopez, Fortino						
Lopez Jr., Jose						
Loza, Gustavo						
Lumley, Jennifer						
Luna, Bernardino						
Luna, Gregory						
Macedo, Luis						
Macias, Roman						
Mancilla, Anthony						
Mares Jr., Richard						
Marin, Epifania						

	Martinez, Thomas Martinez, Freddie Martinez, Hector Martinez, Ignacio Martinez, Araceli Martinez, Jerry Martinez Balderas, Raul Martinez Garcia, Alberto Martinez III, Manuel Medrano, Jesus Mejia, Juan Mejia, Jose Melgar, Marco Melgar Jr., Mark Mendoza, Jonathan Mendoza Madrigal, Guillermo Menera, Fernando Miranda, Matias					
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	Mojica, Mario Montiel, Ignacio Moreno, Jose Munoz, Julian Muro Jr., Miguel Nevarez Pena, Victor Nguyen, Albert Nieto, Cesar Obeso, Gregory Ochoa, Luis Olivares, Armando Ontiveros Salazar, Alberto Oregel, Eddie Ortiz, Enrique Osornio Vazquez, Raymundo Padilla, Ruben Palomino, John Paz, Adolfo Pena, Matilde Perales, Carlos Perez, Juan					
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Pham, David Pham, Thang Prado, Alejandro Quintana, Johnny Ramirez Castrejon, Bernardo Reyes, Jose Rios, Cecilia Rios, Jorge Rodriguez, Adam Rodriguez, Carlos Rodriguez, Miguel Rodriguez, Steven Rodriguez, Nicholas Rojas, Adam Rosales, Alfredo Rubalcava, Marco Rucker, Frostee Ruiz, Fernando Ruiz, Daniel Ruvalcaba, Jaime						
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	Ruvalcaba, Andres Ruvalcaba, German Salcedo, Horacio Saldivar, Sergio Sanchez, Jose Sanchez, Victor Sanchez, Oscar Serrano, Robert Serrano, Jesus Silbas, Jaime Sintora, Cristina Solano, John Sosa, Carlos Sosa Garcia, Martin Soto, Marco Tapia, David Tapia, Salvador Ugalde, Victor Ulloa Lopez, Marco Vaca, Alberto					
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	Vaca, Rolando Valdez, Andrew Vargas, Carlos Vargas Rivera, Neptalif Vega, Emanuel Vega, Samuel Velasco, Jose Villagomez, Jesus Villagomez, Antonio Zaragoza, Alejandro					
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Early Childhood Student and Parent Instruction Including Learning Link	Aceves, Claudia Alonzo, Roseann Alvarez, Rita Andrade, Sayra Armenta, Sandy Cardenas, Ashley Carmona, Victoria Carpio De Torres, Irene Chavez, Zaira Choi, Eunice Clayton, Gloria Cortes, Angelisa Cortez, Silvia Del Mundo-Suarez, Zoraida Diaz, Diana Diaz, Erika Fargier, Diana Fernandez, Elena Fernandez, Noelia Gama, Yolanda Garcia, Lily Garcia, Lucia	Martin Elementary School	010730 SC-Early Learning (PreK-gr 6)	\$5,499.74	110	October 9, 2019
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Garcia, Olivia Gonzalez, Gladys Gonzalez, Jessica Gonzalez, Neida Guardado, Belqui Guerrero, Sandra Guevera, Maria Hernandez, Lilian Hoppe, Brittany Ibarra, Ana Ibrahim, Fadwa Jaimes, Martha Johnson, Berenice Juarez De Prado, Juana Kaili, Jessica Kasalian, Milina Kerber, Rayna Khan, Saima Le, Tiffany Loeza Cabanas, Ana Marici, Elena						
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Marin, Maximina Martinez, Suzanne Maya, Patricia Medrano, Patricia Mendez, Brenda Monroe, Claudia Morris, Thomas Navarrete, Maria Nguyen, Chinh Nguyen, Mandi Ordonez, Liliana Penunuri, Valerie Perez, Mariam Antonietta Quinones, Roxana Ramirez, Maria De Jesus Ramos, Marcela Reeves, Claudia Revilla, Fany Reyes, Silvia Rodriguez, Olga						
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	Romero-Rodriguez, Ana Rosales, Margarita Rosete, Deicy Ruvalcaba, Angelica Saavedra, Esther Saito, Jill Sanchez, Beatriz Siders, Griselda Sosa, Maria Stueland, Sarah Tan, Ngoc Valencia de Lopez, Sofia Velimirovich, Rosa Viddal, Edda Villalpando, Diana Yaghnam, Patricia Zuniga, Maria					
Overtime (Classified- Custodial)	Briones Rodriguez, Virginia	Building Services	Fund 01 General Fund	\$290,000.00	7,250	July 1, 2019
2019 Family and Community Engagement Conference - District Safety Officers	Cruz, Alexandro Perez, John Sandoval, Ray	Community Relations	013010 IASA: Title I Basic Grants Low- Income and Neglected, Part A	\$1,637.10	25	September 28, 2019

10. PRESENTATIONS

Subject	10.1 California Dashboard Indicators
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Presentation
Goals	<p>GOAL 1 - All students will have equitable access to a high-quality core curricular and instructional program (BASE and ALL STUDENTS)</p> <p>ACTION 1.1 - Provide equitable student access to a high quality rigorous, CA state standards-based, core instructional program with CA standards aligned instructional materials, differentiated academic supports, aligned assessments, and technology-based resources.</p> <p>SERVICES 1.01004 Assessment measures</p>

AGENDA ITEM BACKUP SHEET

TITLE: California Dashboard Indicators

ITEM: Presentation

SUBMITTED BY: Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

PREPARED BY: Emily Wolk, Ph.D., Executive Director, Research and Evaluation

ITEM SUMMARY:

The California School Dashboard shows districts and schools are meeting the needs of their student population.

BACKGROUND INFORMATION:

The purpose of this agenda item is to present data information to the Board regarding the California Dashboard Local Performance Indicators.

RATIONALE:

The Dashboard reports results on two types of indicators: state indicators and local indicators results. This data information will show the local indicator progress through the Dashboard based on locally collected data. The district measures and reports results that are oriented more to implementation measurement rather than a summative outcome.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

For informational purposes.

File Attachments

Dashboard PPT Oct 22 2019.pdf (2,250 KB)



SANTA ANA

UNIFIED SCHOOL DISTRICT



California Dashboard Local Indicators Update
October 22, 2019

Sonia Llamas, Ed.D., L.C.S.W.
Assistant Superintendent, K-12 School Performance and Culture

Local Indicators by Priority Area

- **Priority 1: Basic Conditions – Teacher Mis-Assignments, Instructional Materials, Facilities**
- **Priority 2: Implementation of State Academic Standards**
- **Priority 3: Parent/Family Engagement**
- **Priority 6: School Climate**
- **Priority 7: Access to a Broad Course of Study**

Note: Other LCFF priority areas are addressed by state indicators

Reporting of Local Indicators

There are three performance levels for the local indicators:

- ☐ Met
- ☐ Not Met
- ☐ Not Met for Two or More Years

Performance level is based on whether the LEA has:

1. Annually measured its progress.
2. Reported the results at a regularly scheduled public meeting of the local governing board.
3. Publicly reported results through the Dashboard.

Priority 1 - Basic Conditions

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

SAUSD Evidence:

- 0** mis-assignments of teachers of English learners;
 - 0** total teacher mis-assignments; and
 - 17** vacant teacher positions
-
- 0** students without access to their own copies of standards-aligned instructional materials for use at school and at home
-
- 0** identified instances where facilities do not meet the "good repair" standard



Met Performance Level

Priority 2-Implementation of State Academic Standards

LEA annually measures its progress implementing state academic standards.

SAUSD Evidence:

- ☐ Full implementation on **12** out of 23 indicators
- ☐ Initial implementation on **4** indicators out of 23 indicators
- ☐ Beginning development on **4** indicators out of 23 indicators
- ☐ Exploration and Research Phase on **3** indicators out of 23 indicators



Met Performance Level

Priority 3-Parent Engagement

LEA annually measures its progress in (1) seeking input from parents in decision making and (2) promoting parental participation in programs

SAUSD Evidence:

California School Parent Survey

Key findings from the survey related to seeking input from parents/guardians in school and district decision making.	18-19
School keeps me well-informed about school activities.	93%
Key findings from the survey related to promoting parental participation in programs.	18-19
School allows input and welcomes parents' contributions.	92%
School encourages parent to be an active partner with the school in educating my child.	93%
Parents feel welcome to participate at school.	93%
School staff treat parents with respect.	94%



Met Performance Level

Priority 6-School Climate

LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey 2019

Sense of School Safety	5 th Grade Overall	7 th Grade Overall	11 th Grade Overall
Students feel safe most or all of the time at school	76%	62%	61%

School Connectedness	5 th Grade Overall	7 th Grade Overall	11 th Grade Overall
Students felt a moderate or high connection to school	75%	61%	61%



Met Performance Level

Priority 7 Indicators - Access to a Broad Course of Study

- ☐ AP participation was discontinued and replaced with AP/IB/DE enrollment
 - ☐ AP/IB/Dual Enrollment Course Access – 34.9%
 - ☐ AP Passage – 52.9%

- ☐ CTE Pathway completion – **21.9%**



Met Performance Level

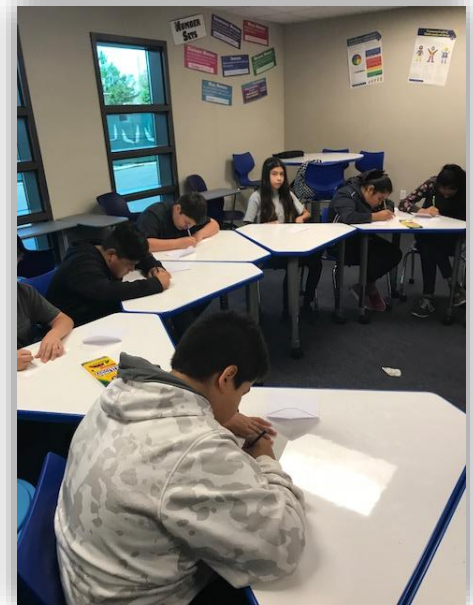
Evidence of Local Indicators



Teachers, Materials, Facilities-Priority 1

Standard:

- LEA annually measures its progress in meeting the Williams Settlement requirements at 100 percent at all of its school sites, as applicable.
 - LEA promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable.
 - LEA provides information annually on progress meeting this standard to its local governing board at a regularly scheduled board meeting and to stakeholders and the public through the Dashboard.
-
1. Number/percentage of mis-assignments of teachers of English learners = 0, total teacher mis-assignments = 0, and vacant teacher positions = 17
 2. Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: **0**
 3. Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies): **0 facilities**



Implementation of State Academic Standards- Priority 2

Standard: LEA annually measures its progress implementing state academic standards and reports the results to its local governing board at a regularly scheduled board meeting and to stakeholders and the public through the Dashboard.

1. Rate the LEA's progress in providing **professional learning** for teaching to the recently adopted academic standards and/or curriculum frameworks identified below:

Content Area	1	2	3	4	5
ELA - Common Core State Standards for ELA					✓
ELD (Aligned to ELA Standards)				✓	
Mathematics – Common Core State Standards for Math					✓
Next Generation Science Standards		✓			
History-Social Science	✓				

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Implementation of State Academic Standards-Priority 2



2. Rate the LEA's progress in making **instructional materials** that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught:

Content Area	1	2	3	4	5
ELA - Common Core State Standards for ELA					✓
ELD (Aligned to ELA Standards)					✓
Mathematics – Common Core State Standards for Math					✓
Next Generation Science Standards		✓			
History-Social Science	✓				

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Implementation of State Academic Standards-Priority 2



3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can **improve in delivering instruction** aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing):

Content Area	1	2	3	4	5
ELA - Common Core State Standards for ELA				✓	
ELD (Aligned to ELA Standards)				✓	
Mathematics – Common Core State Standards for Math				✓	
Next Generation Science Standards		✓			
History-Social Science	✓				

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Implementation of State Academic Standards-Priority 2



4. Rate the LEA's progress implementing each of the following **other academic standards** adopted by the state board for all students:

Content Area	1	2	3	4	5
Career Technical Education					✓
Health Education Content Standards					✓
Physical Education Model Content Standards			✓		
Visual and Performing Arts			✓		
World Language			✓		

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Implementation of State Academic Standards- Priority 2



5. During the 2015–16 school year (including summer 2015), rate the LEA's success at engaging in the following activities with **support to teachers and school administrators**:

Content Area	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				✓	
Identifying the professional learning needs of individual teachers			✓		
Providing support for teachers on the standards they have not yet mastered		✓			

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Implementation of State Academic Standards- Priority 2

Summary:

- ❑ Math – Fully adopted, ongoing training opportunities for teachers as a group and also to meet individual needs.
- ❑ Language Arts/English Language Development (ELD) – Fully adopted, ongoing training opportunities for teachers as a group and also to meet individual needs.
- ❑ ELD Intervention – Fully adopted, ongoing training opportunities for teachers. Training is also provided on an individual basis to meet teacher needs.
- ❑ Science – Hired a curriculum specialist that is working with teachers K-12 on the NGSS standards and framework as preparation for an upcoming adoption. A three-year implementation plan has been developed to support this process.
- ❑ History/Social Science – Hired a curriculum Specialist who will be working g with the History/Social Science department chairs on the new framework and revising curriculum maps. A three-year implementation plan has been developed to support this process.
- ❑ Career Technical Education (CTE), Health, Visual and Performing Arts (VAPA) and Physical Education (PE) frameworks, standards and teaching training has occurred and is ongoing.



Parent Engagement-Priority 3

Standard: LEA annually measures its progress in:

- (1) Seeking input from parents in decision making
- (2) Promoting parental participation in programs, and report the result to its local governing board at a regularly scheduled meeting to stakeholders and the public through the California School Dashboard

Reflection Tool:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making



Family Engagement-Priority 3

Building Relationship Between School Staff and Families



Content Area	Rating (1-5)
Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	3
Rate the LEA's progress in creating welcoming environments for all families in the community.	3
Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	3
Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in a two-way communication between families and educators using language that is understandable and accessible to families.	3

- In order to ensure a welcoming environment for all families in the community, in 2019-2020, a Family Friendly Survey has been included as part of each site's Key Performance Indicators (KPI). This is a reflective tool to be used by all stakeholders as a way to measure and address key elements necessary in creating a welcoming and friendly school. According to the California School Parent Survey, 93% of parents feel welcome to participate in schools and 94% feel staff treat parents with respect.
- Through the practice of FACE, Santa Ana Unified School District in beginning the development of supporting staff to learn about each families' strengths, cultures, languages, and goals for their children. The focus will be in engaging families to share and value their strengths, cultures, languages, and goals for their children through a series of collaborative and inclusive workshops led by staff and families and more community engagement opportunities. Last year, SAUSD participated in over 30 community events.



Family Engagement-Priority 3

Building Relations



The 2018-2019 focus was the establishment of all Wellness Centers and hiring of staff. In 2019-2020, the focus will be in the development of professional development comprehensive plan in collaboration with national FACE experts and researchers to provide professional learning and support to all staff in support of building partnerships and engagement linked to learning. According to the California School Parent Survey, 86% of parents feel the school actively seeks the input of parents before making important decisions.



Content Area	Rating (1-5)
Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families	2
Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	3
Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	2
Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	3

Family Engagement-Priority 3

Seeking Input for Decision-Making



Content Area	Rating (1-5)
Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	2
Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	2
Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	3
Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	2



- Santa Ana Unified School district in the beginning development of building capacity and supporting staff to effectively engage families in advisory groups and with decision-making. According to the California School Parent Survey, 92% of all parents who completed the survey feel the school allows input and welcome parents' contributions and 93% agree that the school encourages them to be active partners with the school in educating students.
- Although Santa Ana Unified School District has a long history of parent involvement, the focus on true family engagement will require professional development and support for all staff and parents for only 12% of parents reported having served on a school committee despite 46% having participated in fundraising and 34% serving as a volunteer in a classroom. The focus in 2019-2020 will be to add support structure to all District-level and site-based leadership positions through a series of school leadership opportunities offered throughout the year.

School Climate-Priority 6

- For the past 7 years, Santa Ana Unified School District has prioritized and developed extensive interventions and programs to improve school climate, safety, and the social emotional and mental health services of students. The district developed an array of services and interventions to meet the increasing behavioral challenges of students through a multi-tiered approach of support.

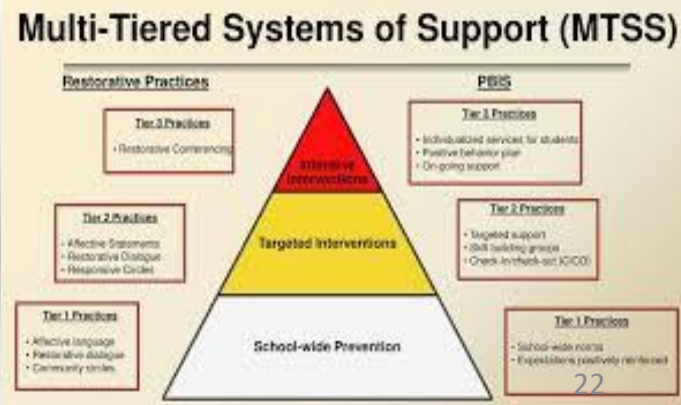


See list of Examples of Programs, Strategies and Interventions:

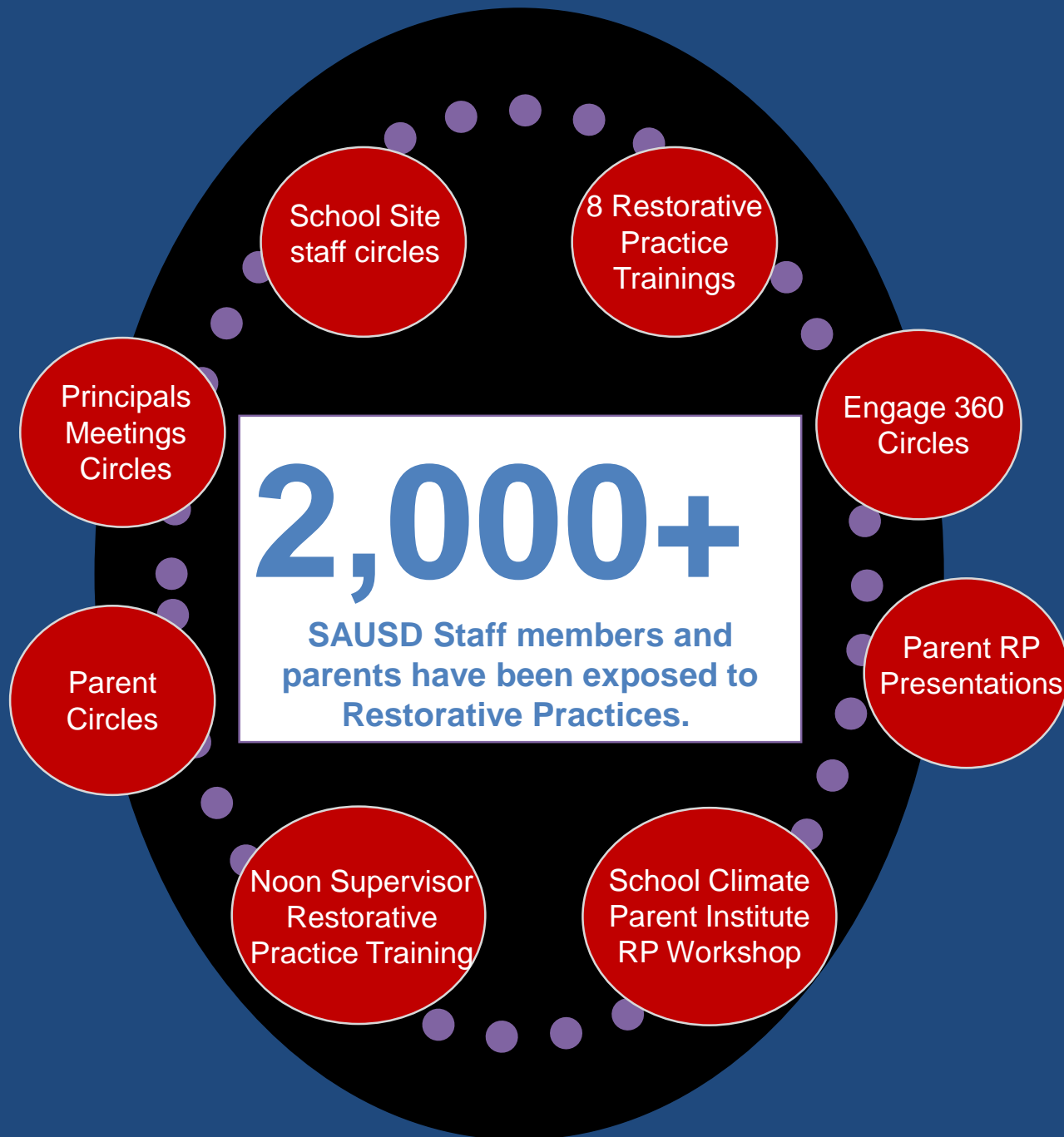
- EmpowHER and I AM (restorative student conferences)
- Mental Health Clinicians serving all school sites
- Anti-bullying Program including restorative practices
- “We Care” Suicide Prevention Program
- Parent RP Training
- Parent PBIS Training
- Pupil Support Services/School Climate Administrator's Training
- Ambassadors of Compassion Mentoring Program
- Link Crew at High Schools (other peer mentoring)
- YOLO (Youth Outreach Leadership Opportunity) club for foster students
- LGBTQ Advocacy and Support
- Increased partnerships with community-based agencies
- Master level interns supporting behavioral interventions
- Integration of RP in after-school programs
- Increase in SEL and Trauma-informed practices
- School Climate Liaisons serving all sites
- School Climate Committee comprised of all stakeholder groups

School Climate-Priority 6

- PSS/School Climate Administrator Institutes have been developed to provide comprehensive training which includes updates on critical school climate components such as: discipline, mental health/suicide prevention, bullying, other means of correction, and others.
- School Climate Liaisons are assigned to all schools to train and guide implementation of PBIS, RP, Coordination of Services Team and assist with SST's and behavior support. The SCL's mentor and train teachers and staff one on one and provide staff development on an array of school climate areas.
- Restorative practices have been integrated within the PBIS framework at each school site.
- Restorative practices have been an effective intervention for remediating bullying conflicts by preventing future incidents from occurring and supporting the social-emotional well-being of victims.
- The district continued its support of the School Climate Committee.
- The committee began rotating meeting locations to different school sites and soliciting feedback from students and parents in an effort to support all members of the SAUSD community.







Access to a Broad Course of Study-Priority 7

Standard: LEA annually measures its progress in:

The extent to which students have access to, and are enrolled in, a board course of study that includes the adopted courses of study...including the programs and services developed and provided to unduplicated students and individuals with exceptional need.

- 1) SAUSD has deliberately designed a core academic program that provides a broad course of study for all students. Specifically, the core program includes access to standards-aligned study in ELA, Mathematics, Science, Social Sciences, Visual & Performing Arts (beginning in 3rd grade), Health (beginning in 4th grade), and Physical Education.
- 2) In addition, SAUSD considers preparation for College and Career readiness to encompass a wide variety of pathways. While all students may not be on the same pathway, our already broad core academic program assumes access for all students to a pathway that culminates in college and career readiness. These pathways include CTE programs, AP programs, IB programs, Dual Enrollment programs, Dual Language programs, and other standards-aligned, rigorous courses of study.

Access to a Broad Course of Study-Priority 7



Standard: LEA annually measures its progress in:

The extent to which students have access to, and are enrolled in, a board course of study that includes the adopted courses of study...including the programs and services developed and provided to unduplicated students and individuals with exceptional need.

- 1) Given the results of the self-reflection tool, barriers preventing the broad course of study for all students include, the need for standards aligned science curriculum TK-12, as well as content expert support at the District level. In addition, SAUSD continues to address the challenge to support 71% of students entering our schools as English learners by providing them access to high quality designated and integrated English language development instruction.

Access to a Broad Course of Study-Priority 7

Standard: LEA annually measures its progress in:

The extent to which students have access to, and are enrolled in, a board course of study that includes the adopted courses of study...including the programs and services developed and provided to unduplicated students and individuals with exceptional need.

In order to ensure students can access a broad course of study, SAUSD's Multi-Tiered System of Support will utilize an Early Warning System along with a data dashboard to tailor interventions to address individual student needs. SAUSD is in the early stages of reviewing Science and social studies curriculum to ensure all students have access to standards aligned science and social studies curriculum. In addition, SAUSD is in the process of hiring one science curriculum specialist and one social studies curriculum specialist.

Students with IEP's will have increased access to complete Career Technical Education pathways. AP course teachers will have professional development in the area of accommodations and UDL to better support students with IEP's and increased access to AP examinations. Increase the opportunities for students with IEP's to access college credit courses and successfully complete them with a grade of C minus or better. IEP teams will continue to work collaboratively with academic counselors to ensure that students are scheduled in Seal of Biliteracy programming if appropriate. Increase opportunities for students with IEP's to participate in Junior Reserve Officers' Training Corps (JROTC) for at least two years while earning a grade of C minus or better. Increase opportunities for students with IEP's to access pre-employment training and skill sets to transition from high school to post-secondary options.

11. PUBLIC HEARING

Subject	11.1 Santa Ana Educators' Association's Initial Bargaining Proposal to Santa Ana Unified School District for the 2019-22 School Years
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Public Hearing
Goals	GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE) ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service. SERVICES 3.07018 Human Resources Services

AGENDA ITEM BACKUP SHEET

TITLE: Santa Ana Educators' Association's Initial Bargaining Proposal to Santa Ana Unified School District for the 2019-22 School Years

ITEM: Public Hearing

SUBMITTED BY: Hiacynth D. Martinez, Ed.D., Assistant Superintendent, Human Resources

ITEM SUMMARY:

A Public Hearing is conducted when a union submits their Initial Bargaining Proposal to the District which must be "sunshined" to give the public an opportunity to comment at a Board of Education meeting.

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to the Santa Ana Unified School District for the 2019-22 school years in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment at a Board of Education meeting.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Conduct the public hearing for the Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2019-22 school years.

HDM:gg

File Attachments

1-Attachment-(Posting) SAEA's to SAUSD PUBLIC HEARING SUNSHINE NOTICE-10-22-19-FLYER.pdf (197 KB)
SAEA'S Initial Proposal 2019-2022 9-20-19.pdf (100 KB)

Santa Ana Unified School District

NOTICE OF PUBLIC HEARING

Under the provision of Government Code Section 3547, the Proposal must be “sunshined” to the Public and the Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

**Santa Ana Educators’ Association’s Initial
Bargaining Proposal to the Santa Ana Unified
School District for the 2019-22 School Years**

HEARING DATE: Tuesday, October 22, 2019
TIME: 6:00 p.m.
LOCATION: Santa Ana Unified School District
Board Room
1601 E. Chestnut Avenue
Santa Ana, CA 92701
(714) 558-5510

Santa Ana Educators' Association (SAEA)
Initial Proposal
To
Santa Ana Unified School District (SAUSD)
2019 – 2022

RECEIVED
SEP 20 2019
Human Resources

SAEA proposes the following:

1. Article I: Duration

- A. Calendar date for future proposals and successor agreements.

2. Article II: Recognition

- A. Adjust and modify language to update unit member recognitions.

3. Article IV: Association Rights

- A. Update to meet current law changes

4. Article V: Evaluation Procedures

- A. Adjust and modify language to include "Growth Model" options.
- B. Clarification of 5-year waivers.

5. Article VII: Wages and Wage Provisions

- A. Provide a fair and reasonable salary increase based upon budget analysis.
- B. Adjust and modify language regarding factors, stipends, conference reimbursement and extra service assignments.

6. Article VIII: Hours of Work

- A. Adjust, modify and clarify the workday for Task Oriented positions.

7. Article IX: Class Size

- A. Lower class sizes at all grade levels.
- B. Rewrite article to reflect arbitration language.

8. Article X: Absences/Leaves

- A. Adjust and modify language to include "baby bonding".

RECEIVED
SEP 20 2019
Human Resources

9. Article XII: Safety Conditions

- A. Increase administrative support staff to improve school discipline.
- B. Increase Mental Health support staff at all grade levels.

10. Article XIII: Provisions Reserved to the Governing Board

- A. Calendar (1-week for Thanksgiving; 3-weeks for Winter Break).

11. Article XV: Employee Benefits

- A. The District absorbs any increases to premium costs.

12. Article XXVI: Special Services

- A. Define caps for Special Education caseloads.
- B. Define caps for Special Education class sizes.
- C. Write language to address the impact of "Inclusive Practices" on general education classes.

Miscellaneous:

- 1. Add current MOUs to CBA.
- 2. Clean-up language.

12. REGULAR AGENDA - ACTION ITEMS

Subject	12.1 Accept Santa Ana Educators' Association's Initial Bargaining Proposal to Santa Ana Unified School District for 2019-22 School Years
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Recommended Action	Accept the Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2019-22 school years.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07018 Human Resources Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Accept Santa Ana Educators' Association's Initial Bargaining Proposal to Santa Ana Unified School District for 2019-22 School Years

ITEM: Action

SUBMITTED BY: Hiacynth D. Martinez, Ed.D., Assistant Superintendent, Human Resources

ITEM SUMMARY:

After the Initial Bargaining Proposal is submitted and "sunshined" at Public Hearing, the Board is asked to accept the proposal during a Board of Education meeting.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of the Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to the Santa Ana Unified School District for the 2019-22 school years in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment followed by the approval of the Bargaining proposal. The proposal was "sunshined" for public comment at the October 22, 2019, Board of Education meeting.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Accept the Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2019-22 school years.

HDM:gg

File Attachments

[SAEA'S Initial Proposal 2019-2022 9-20-19.pdf \(100 KB\)](#)

Santa Ana Educators' Association (SAEA)
Initial Proposal
To
Santa Ana Unified School District (SAUSD)
2019 – 2022

RECEIVED
SEP 20 2019
Human Resources

SAEA proposes the following:

1. Article I: Duration

- A. Calendar date for future proposals and successor agreements.

2. Article II: Recognition

- A. Adjust and modify language to update unit member recognitions.

3. Article IV: Association Rights

- A. Update to meet current law changes

4. Article V: Evaluation Procedures

- A. Adjust and modify language to include "Growth Model" options.
- B. Clarification of 5-year waivers.

5. Article VII: Wages and Wage Provisions

- A. Provide a fair and reasonable salary increase based upon budget analysis.
- B. Adjust and modify language regarding factors, stipends, conference reimbursement and extra service assignments.

6. Article VIII: Hours of Work

- A. Adjust, modify and clarify the workday for Task Oriented positions.

7. Article IX: Class Size

- A. Lower class sizes at all grade levels.
- B. Rewrite article to reflect arbitration language.

8. Article X: Absences/Leaves

- A. Adjust and modify language to include "baby bonding".

RECEIVED
SEP 20 2019
Human Resources

9. Article XII: Safety Conditions

- A. Increase administrative support staff to improve school discipline.
- B. Increase Mental Health support staff at all grade levels.

10. Article XIII: Provisions Reserved to the Governing Board

- A. Calendar (1-week for Thanksgiving; 3-weeks for Winter Break).

11. Article XV: Employee Benefits

- A. The District absorbs any increases to premium costs.

12. Article XXVI: Special Services

- A. Define caps for Special Education caseloads.
- B. Define caps for Special Education class sizes.
- C. Write language to address the impact of "Inclusive Practices" on general education classes.

Miscellaneous:

- 1. Add current MOUs to CBA.
- 2. Clean-up language.

12. REGULAR AGENDA - ACTION ITEMS

Subject	12.2 Approval of Agreement with Fiscal Crisis & Management Assistance Team Study Agreement for October 2019
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	Yes
Dollar Amount	\$46,600.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Approve the agreement with Fiscal Crisis & Management Assistance Team Study for October 2019 in the amount not to exceed \$46,600.00.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07013 Business Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Approval of Agreement with Fiscal Crisis & Management Assistance Team Study Agreement for October 2019

ITEM: Action

SUBMITTED BY: Thomas A. Stekol, Ed.D., Deputy Superintendent, Administrative Services

PREPARED BY: Manoj Roychowdhury, Assistant Superintendent, Business Services

ITEM SUMMARY:

- Approval of FCMAT agreement for October 2019

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Fiscal Crisis & Management Assistance Team (FCMAT) for October 2019.

RATIONALE:

FCMAT will review the District's 2019-20 general fund budget and multiyear financial projection for the current and two subsequent fiscal years to validate the District's financial status. The budget review will be a snapshot in time of the District's current financial status. The study will also make recommendations regarding expenditure reductions and/or revenue enhancements to help the District maintain financial solvency.

FUNDING:

General Fund: \$46,600

RECOMMENDATION:

Approve the agreement with Fiscal Crisis & Management Assistance Team Study for October 2019 in the amount not to exceed \$46,600.

File Attachments

[FCMAT Agreement.pdf \(1,241 KB\)](#)

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
October 4, 2019**

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Santa Ana Unified School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to local education agencies (LEAs). The district has requested that the team assign professionals to study specific aspects of the district's operations. These professionals may include staff of the team, county offices of education, the California Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

In keeping with the provisions of Assembly Bill 1200, the county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

1. Review the district's 2019-20 adopted general fund budget and multiyear financial projection (MYFP) for the current and two subsequent fiscal years to validate the district's financial status. The budget review will be a snapshot in time of the district's current financial status. Make recommendations for expenditure reductions and/or revenue enhancements to help the district maintain financial solvency.
2. Review operational processes and procedures for the business services department and make recommendations for improved efficiency, if any, in the following areas:
 - Budget development
 - Budget monitoring
 - Position control
 - Accounts payable

- Accounts receivable
- Payroll

B. Services and Products to be Provided

1. Orientation Meeting - The team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review - The team will conduct an on-site review at the district office and at school sites if necessary.
3. Exit Meeting - The team will hold an exit meeting at the conclusion of the on-site review to inform the district of significant findings and recommendations to that point.
4. Exit Letter – Approximately 10 days after the exit meeting, the team will issue an exit letter briefly memorializing the topics discussed in the exit meeting.
5. Draft Report - Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
6. Final Report - Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.
7. Follow-Up Support – If requested by the district within six to 12 months after completion of the study, FCMAT will return to the district at no cost to assess the district's progress in implementing the recommendations included in the report. Progress in implementing the recommendations will be documented to the district in a FCMAT management letter. FCMAT will work with the district on a mutually convenient time to return for follow-up support that is no sooner than eight months and no later than 18 months after completion of the study.

3. PROJECT PERSONNEL

The FCMAT study team may include:

<i>A. To be determined</i>	<i>FCMAT Staff</i>
<i>B. To be determined</i>	<i>FCMAT Consultant</i>
<i>C. To be determined</i>	<i>FCMAT Consultant</i>
<i>D. To be determined</i>	<i>FCMAT Consultant</i>

4. PROJECT COSTS

The cost for studies requested pursuant to Education Code (EC) 42127.8(d)(1) shall be as follows:

- A. \$800 per day for each staff member while on site, conducting fieldwork at other locations, preparing or presenting reports and participating in meetings. The cost of independent FCMAT consultants will be billed at their actual daily rate for all work performed.
- B. All out-of-pocket expenses, including travel, meals and lodging.
- C. The district will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon the district's acceptance of the final report.

Based on the elements noted in section 2A, the total not-to-exceed cost of the study will be \$46,600.

- D. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent located on 1300 17th Street, City Centre, Bakersfield, CA 93301.

5. RESPONSIBILITIES OF THE DISTRICT

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following if requested:
 - 1. Policies, regulations and prior reports that address the study scope.
 - 2. Current or proposed organizational charts.
 - 3. Current and two prior years' audit reports.
 - 4. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
 - 5. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. **PROJECT SCHEDULE**

The following schedule outlines the planned completion dates for different phases of the study and will be established upon the receipt of a signed study agreement:

Orientation:	to be determined
Staff Interviews:	to be determined
Exit Meeting:	to be determined
Draft Report Submitted:	to be determined
Final Report Submitted:	to be determined
Board Presentation:	to be determined, if requested
Follow-Up Support:	if requested

7. **COMMENCEMENT, TERMINATION AND COMPLETION OF WORK**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a draft report and a final report. Prior to completion of fieldwork, the district may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the district does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its report and the district will be responsible for the full costs. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

8. **INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

9. **INSURANCE**

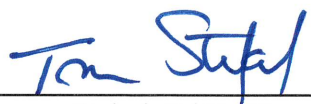
During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. FCMAT shall provide certificates of insurance, with Santa Ana Unified School District named as additional insured, indicating applicable insurance coverages upon request prior to the commencement of on-site work.

10. **HOLD HARMLESS**

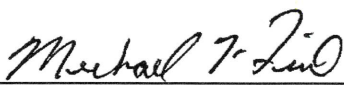
FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

11. **CONTACT PERSON**

Name: Thomas Stekol, Ed.D.
Telephone: (714) 558-5501
E-mail: Thomas.stekol@sausd.us



Thomas Stekol, Ed.D., Deputy Superintendent 10-7-19
Santa Ana Unified School District Date



Michael H. Fine, October 4, 2019
Chief Executive Officer Date
Fiscal Crisis and Management Assistance Team

12. REGULAR AGENDA - ACTION ITEMS

Subject	12.3 Board Policy (BP) 1340 – Access to District Records (New: For Adoption)
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Oct 22, 2019
Absolute Date	Oct 22, 2019
Fiscal Impact	No
Budgeted	No
Recommended Action	Adopt the new Board Policy 1340 – Access to District Records.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.7 - Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.</p> <p>SERVICES 3.07014 Communication Services</p>

AGENDA ITEM BACKUP SHEET

TITLE: Board Policy (BP) 1340 – Access to District Records (New: For Adoption)

ITEM: Action

SUBMITTED BY: Thomas A. Stekol, Ed.D., Deputy Superintendent, Administrative Services

ITEM SUMMARY:

- Board Policy 1340 – Access to District Records new for adoption

BACKGROUND INFORMATION:

The purpose of this agenda item is to present for adoption a new Board Policy (BP) 1340 – Access to District Records. The first reading took place at the October 8, 2019, Board meeting and is now being presented to the Board for adoption

RATIONALE:

The District does not currently have a Board Policy in place for access to District records. This policy reflects mandates from the California School Board Association to keep policies up to date and fully compliant. The Governing Board recognizes the right of citizens to have access to public records of the District.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt the new Board Policy 1340 – Access to District Records.

File Attachments
BP 1340 - Access to District Records.pdf (343 KB)



Santa Ana Unified School District

BOARD POLICY NO: 1340

EFFECTIVE: DD/MM/YYYY

SUBJECT: Access to District Records

CATEGORY: Community Relations

RESPONSIBLE OFFICE(S): Business Services, Communications

SCOPE:

The Governing Board recognizes the right of citizens to have access to public records of the district.

POLICY:

The Board intends the district to provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account. (cf. 4040 - Employee Use of Technology) (cf. 9012 - Board Member Electronic Communications)

The District may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3580 - District Records)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records) (cf. 5125.1 - Release of Directory Information)

(cf. 6162.5 - Student Assessment)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session Purposes and Agendas)

DESIRED OUTCOME:

Through this policy, the District shall establish and maintain procedures to provide access to District records within the requirements of law and public disclosure in the California Public Records Act and other state and federal law.



Santa Ana Unified School District

BOARD POLICY NO: 1340

EFFECTIVE: DD/MM/YYYY

SUBJECT: Access to District Records

CATEGORY: Community Relations

RESPONSIBLE OFFICE(S): Business Services, Communications

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 3553 – Free and Reduced Price Meals

BP 3580 – District Records

BP 4040 – Employee Use of Technology

BP 4112.5/4212.5/4312.5 – Criminal Record Check

BP 4112.6/4212.6/4312.6 – Personnel Files

BP 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information

BP 5020 – Parent Rights and Responsibilities

BP 5125 – Student Records

BP 5125.1 – Release of Directory Information

BP 6162.5 – Student Assessment

BP 9011 – Disclosure of Confidential/Privileged Information

BP 9012 – Board Member Electronic Communications

BP 9321 – Closed Session Purposes and Agendas

AR 3553 – Free and Reduced Price Meals

AR 3580 – District Records

AR 4040 – Employee Use of Technology

AR 4112.6/4212.6/4312.6 – Personnel Files

AR 5125 – Student Records

AR 5125.1 – Release of Directory Information

Legal Reference:

Education Code

234.7	Student protections relating to immigration and citizenship status
35145	Public meetings
35170	Authority to secure copyrights
35250	Duty to keep certain records and reports
41020	Requirement for annual audit
42103	Publication of proposed budget; hearing
44031	Personnel file contents and inspections
44839	Medical certificates; periodic medical examination
49060-49079	Student records
49091.10	Parental review of curriculum and instruction

Government Code:

3547	Proposals relating to representation
6250-6270	California Public Records Act
6275-6276.48	Other exemptions from disclosure
8310.3	California Religious Freedom Act
53262	Employment contracts



Santa Ana Unified School District

BOARD POLICY NO: 1340

EFFECTIVE: DD/MM/YYYY

SUBJECT: Access to District Records

CATEGORY: Community Relations

RESPONSIBLE OFFICE(S): Business Services, Communications

- 54957.2 Minute book record of closed sessions
- 54957.5 Agendas and other writings distributed for discussion or consideration
- 81008 Political Reform Act, public records; inspection and reproduction

California Constitution:

Article 1, Section 3 Right of access to governmental information

Code of Regulations, Title 5:

430-438 Individual student records

Court Decisions:

City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Los Angeles County Board of Supervisors vs. Superior Court (2016) 2 Cal.5th 282
International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319
Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381
Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324
Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414
North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144

Attorney General Opinions:

71 Ops.Cal.Atty.Gen. 235 (1988)
64 Ops.Cal.Atty.Gen. 186 (1981)

Management Resources:

CSBA Publications:

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

California Office of the Attorney General Publications:

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues
Summary of the California Public Records Act, 2004

League of California Cities Publications:

The People's Business: A Guide to the California Public Records Act, 2008

Websites:

CSBA: <http://www.csba.org>
California Office of the Attorney General: <http://oag.ca.gov>
Institute for Local Government: <http://www.cacities.org>
State Bar of California: <http://www.calbar.ca.gov>

ADOPTION AND REVISION HISTORY:

12. REGULAR AGENDA - ACTION ITEMS

Subject	12.4 Board Bylaw (BB) 9220 - Governing Board Elections (Revised:For Adoption)
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action

AGENDA ITEM BACKUP SHEET

TITLE: Board Bylaw (BB) 9220 - Governing Board Elections (Revised:For Adoption)

ITEM: Action

SUBMITTED BY: Alan Rasmussen, Ed.D., and Richard V. Tauer, Interim Co-Superintendents

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board for adoption Board Bylaw (BB) 9220 - Governing Board Elections. It was presented for first reading at the October 8, 2019 Board meeting.

RATIONALE:

The bylaw was updated to delete an outdated deadline for adopting a plan to delay the consolidation of board elections with statewide elections as required due to low voter turnout. Bylaw reflects NEW LAW (AB 2449, 2018). Bylaw also adds optional paragraph regarding the provision of information to board candidates regarding the responsibilities and expectations of board members, expands requirements related to campaign conduct, and clarifies provisions related to the publication of a candidate's statement of qualifications.

RECOMMENDATION:

Adopt revised Board Bylaw (BB) 9220 - Governing Board Elections.

File Attachments

[BB 9220 Governing Board Elections clean copy.pdf \(407 KB\)](#)

[BB 9220 Governing Board Elections strikethrough.pdf \(464 KB\)](#)



Santa Ana Unified School District

BOARD BYLAWS NO: 9220

EFFECTIVE: DD/MM/YYYY

SUBJECT: Governing Board Elections

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

SCOPE:

The Board of Education shall consist of members whose terms shall be staggered so that, as nearly as practicable, one half of the members shall be elected at each regular Board of Education election. (Education Code 1000, 1007) Election procedures shall be followed in accordance with state and federal law.

Board Member Qualifications

Any person other than the County Superintendent of Schools, a member of the county office of education (COE) staff, or an employee of a school district that is within the jurisdiction of the Board of Education is eligible to be a member of the Board of Education if that person is an elector of the trustee area to be represented and is not legally disqualified from holding civil office. (Education Code 1000, 1006) Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or be elected as a Board of Education member unless granted a pardon in accordance with law. (Elections Code 20)

The Board of Education encourages all candidates to become knowledgeable about the role of the Board of Education. Upon request, all candidates shall be provided with information that will enable them to understand the responsibilities and expectations of being a Board of Education member, including information regarding available workshops, seminars, and/or training, the county election official's contact information, and general information about school programs, COE operations, and Board of Education responsibilities. (cf. 9230 - Orientation) (cf. 9240 - Board Training)

POLICY:

Election Date

To reduce costs associated with conducting elections, the election of Board of Education members shall be consolidated with the local municipal or statewide primary or general election in accordance with a Board of Education resolution approved by the Board of Education of Supervisors. (Elections Code 1302, 10404.5) A member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

Campaign Conduct

All candidates, including current Board of Education members running as incumbents, shall abide by local, state, and federal requirements regarding campaign donations, funding, and expenditures.

No candidate shall expend or accept any public money for the purpose of seeking elective office, unless the Board of Education has established a dedicated fund for those seeking election to the Board of



Santa Ana Unified School District

BOARD BYLAWS NO: 9220

EFFECTIVE: DD/MM/YYYY

SUBJECT: Governing Board Elections

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

Education and such funds are available to all qualified candidates without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board of Education, the Board of Education encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

DESIRED OUTCOME:

Statement of Qualifications

On the 125th day prior to the day fixed for the general election, the Board of Education secretary or designee shall deliver a notice, bearing the secretary's signature and seal, to the county elections official describing both of the following. 1. The elective offices of the Board of Education to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the Board of Education or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board of Education may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board of Education may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The Board of Education shall assume no part of the cost of printing, handling, translating or mailing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the Board of Education may require candidates to pay their pro rata share of these costs to the Board of Education in advance as specified in Elections Code 13307.

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board of Education, the Board of Education shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board of Education. At that time the Board of Education shall determine the winner by lot. (Education Code 5016)

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:



Santa Ana Unified School District

BOARD BYLAWS NO: 9220

EFFECTIVE: DD/MM/YYYY

SUBJECT: **Governing Board Elections**

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

Education Code

1000	Composition, and trustee area, Board of Education of education
1002	Trustee area boundaries and membership changes
1006	Qualifications for holding office, Board of Education of education
1007	Elections
1017	Expiration of terms
5000-5033	Elections
5220-5231	Elections
5300-5304	General provisions (conduct of elections)
5320-5329	Order and call of elections
5340-5345	Consolidation of elections
5360-5363	Election notice
5380	Compensation (of election officer)
5390	Qualifications of voters
5420-5426	Cost of elections
5440-5442	Miscellaneous provisions (re returns, recounts, etc.)

Elections Code

20	Public office eligibility
321	Elector
1302	Local elections, school district election
2201	Grounds for cancellation
4000-4004	Elections conducted wholly by mail
10400-10418	Consolidation of elections
10509	Notice of election by secretary
10600-10604	School district elections
13307	Candidate's statement
13309	Candidate's statement, indigency
14025-14032	California Voting Rights Act
20440	Code of Fair Campaign Practices

California Government Code

1021	Conviction of crime
1302	Continuance in office until qualification of successor
1303	Exercising functions of office without having qualified
1360	Necessity of taking constitutional oath
12940	Nondiscrimination, Fair Employment and Housing Act
81000-91014	Political Reform Act

Penal Code



Santa Ana Unified School District

BOARD BYLAWS NO: 9220

EFFECTIVE: DD/MM/YYYY

SUBJECT: **Governing Board Elections**

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

68	Bribes
74	Acceptance of gratuity
424	Embezzlement and falsification of accounts by public officers
661	Removal for neglect or violation of official duty

California Constitution

Article 2, Section 2 Voters, qualifications

Article 7, Section 7 Conflicting offices

Article 7, Section 8 Disqualification from office

United States Code, Title 52

10301-10508 Voting Right Act

Court Decisions

Shelby County v. Holder, (2013) 133 S. Ct. 2612

Rey v. Madera Unified School District, (2012) 138 Cal. Rptr. 3d 192

Randall v. Sorrell, (2006) 51 Cal.Rptr.3d 821

Dusch v. Davis, (1967) 387 U.S. 112

Attorney General Opinions

85 Ops.Cal.Atty.Gen. 49 (2002)

83 Ops.Cal.Atty.Gen. 181 (2000)

81 Ops.Cal.Atty.Gen. 98 (1998)

69 Ops.Cal.Atty.Gen. 290 (1986)

Management Resources:

Web Sites

CSBA: <http://www.csba.org>

California Board of Educations of Education: <http://www.theccbe.org>

California Secretary of State's Office: <http://www.ss.ca.gov>

ADOPTION AND REVISION HISTORY:

Adopted: (10-00, 5-03, 5-14)



Santa Ana Unified School District

BOARD BYLAWS NO: 9220 (a)

EFFECTIVE: DD/MM/YYYY

SUBJECT: Governing Board Elections

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

SCOPE:

The Board of Education shall consist of members whose terms shall be staggered so that, as nearly as practicable, one half of the members shall be elected at each regular Board of Education election. (Education Code 1000, 1007) Election procedures shall be followed in accordance with state and federal law.

Board Member Qualifications

Any person other than the County Superintendent of Schools, a member of the county office of education (COE) staff, or an employee of a school district that is within the jurisdiction of the Board of Education is eligible to be a member of the Board of Education if that person is an elector of the trustee area to be represented and is not legally disqualified from holding civil office. (Education Code 1000, 1006) is eligible to be a Governing Board member, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or be elected as a Board of Education member unless except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

The Board of Education encourages all candidates to become knowledgeable about the role of the Board of Education. Upon request, all candidates shall be provided with information that will enable them to understand the responsibilities and expectations of being a Board of Education member, including information regarding available workshops, seminars, and/or training, the county election official's contact information, and general information about school programs, COE operations, and Board of Education responsibilities. (cf. 9230 - Orientation) (cf. 9240 - Board Training)

POLICY:

Election Date

To reduce costs associated with conducting elections, the election of Board of Education members shall be consolidated with the local municipal or statewide primary or general election in accordance with a Board of Education resolution approved by the Board of Education of Supervisors. (Elections Code 1302, 10404.5) A member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

Campaign Conduct



Santa Ana Unified School District

BOARD BYLAWS NO: 9220 (a)

EFFECTIVE: DD/MM/YYYY

SUBJECT: **Governing Board Elections**

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

All candidates, including current Board of Education members running as incumbents, shall abide by local, state, and federal requirements regarding campaign donations, funding, and expenditures. No candidate shall expend or accept any public money for the purpose of seeking elective office, unless the Board of Education has established a dedicated fund for those seeking election to the Board of Education and such funds are available to all qualified candidates without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board of Education, the Board of Education encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

~~A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107) (cf. 9270—Conflict of Interest)~~

~~Board election procedures shall be conducted in accordance with the California Education Code and Elections Code. (cf. 9110—Terms of Office)~~

DESIRED OUTCOME:

Statement of Qualifications

On the 125th day prior to the day fixed for the general election, the Board of Education secretary or designee shall deliver a notice, bearing the secretary's signature and seal, to the county elections official describing both of the following: ~~The Board secretary shall notify the county clerk of this policy on or before the 125th day before each Board member election. (Elections Code 10509)~~

- 1. The elective offices of the Board of Education to be filled at the general election and which offices, if any, are for the balance of an unexpired term**
- 2. Whether the Board of Education or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307**

Candidates for the Board of Education may submit a candidate ~~statements to the elections official for inclusion in the voter's pamphlet.~~ **Candidate statements** shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board of Education may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.



Santa Ana Unified School District

BOARD BYLAWS NO: 9220 (a)

EFFECTIVE: DD/MM/YYYY

SUBJECT: **Governing Board Elections**

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

The Board of Education ~~The district~~ shall assume no part of the cost of printing, handling, translating or mailing candidate statements filed pursuant to Elections Code 13307. **As a condition of having candidate statements included in the voter's pamphlet, the Board of Education** ~~Candidates~~ may be required **candidates** to pay their pro rata share of these costs to **the Board of Education** ~~district~~ in advance as specified in Elections Code 13307.

Campaign Contributions and Expenditures

~~The Board believes that the district and community will be best served by imposing a limitation upon campaign contributions in accordance with Board Resolution #11/12-2926. Campaign expenditures shall be in accordance with the California Political Reform Act which creates certain voluntary expenditure limits. (Government Code 85100, et.seq)~~

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the **Board of Education**, the **Board of Education** shall immediately notify the candidates who received the tie votes of the time and place where **the candidates or their representatives should appear before the Board of Education. At that time the Board of Education** ~~lots shall be cast to determine the winner by~~ **lot.** (Education Code 5016)

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

Education Code

1000	Composition, and trustee area, Board of Education of education
1002	Trustee area boundaries and membership changes
1006	Qualifications for holding office, Board of Education of education
1007	Elections
1017	Expiration of terms
5000-5033	Elections
5220-5231	Elections
5300-5304	General provisions (conduct of elections)
5320-5329	Order and call of elections
5340-5345	Consolidation of elections
5360-5363	Election notice
5380	Compensation (of election officer)
5390	Qualifications of voters
5420-5426	Cost of elections
5440-5442	Miscellaneous provisions (re returns, recounts, etc.)
35107	Eligibility; school district employees



Santa Ana Unified School District

BOARD BYLAWS NO: 9220 (a)

EFFECTIVE: DD/MM/YYYY

SUBJECT: **Governing Board Elections**

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

~~35177~~ ~~Campaign expenditures or contributions~~

Elections Code

20

Public office eligibility

321

Elector

1302

Local elections, school district election

2201

Grounds for cancellation

~~2220 2226~~

~~Residency confirmation procedures~~

4000-4004

Elections conducted wholly by mail

10400-10418

Consolidation of elections

10509

Notice of election by secretary

10600-10604

School district elections

13307

Candidate's statement

13309

Candidate's statement, indigency

14025-14032

California Voting Rights Act

20440

Code of Fair Campaign Practices

California Government Code

1021

Conviction of crime

~~1097~~

~~Illegal participation in public contract~~

1302

Continuance in office until qualification of successor

1303

Exercising functions of office without having qualified

1360

Necessity of taking constitutional oath

12940

Nondiscrimination, Fair Employment and Housing Act

81000-91014

Political Reform Act

Penal Code

68

Bribes

74

Acceptance of gratuity

424

Embezzlement and falsification of accounts by public officers

661

Removal for neglect or violation of official duty

California Constitution

Article 2, Section 2 Voters, qualifications

Article 7, Section 7 Conflicting offices

Article 7, Section 8 Disqualification from office

United States Code, Title 52

10301-10508

Voting Right Act



Santa Ana Unified School District

BOARD BYLAWS NO: 9220 (a)

EFFECTIVE: DD/MM/YYYY

SUBJECT: **Governing Board Elections**

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

Court Decisions

~~California Prolife Council Political Action Committee v. Jan Scully et. al., (1998) 989 F.Supp. 1282~~

Shelby County v. Holder, (2013) 133 S. Ct. 2612

Rey v. Madera Unified School District, (2012) 138 Cal. Rptr. 3d 192

Randall v. Sorrell, (2006) 51 Cal.Rptr.3d 821

Dusch v. Davis, (1967) 387 U.S. 112

Attorney General Opinions

85 Ops.Cal.Atty.Gen. 49 (2002)

83 Ops.Cal.Atty.Gen. 181 (2000)

81 Ops.Cal.Atty.Gen. 98 (1998)

69 Ops.Cal.Atty.Gen. 290 (1986)

Management Resources:

Web Sites

CSBA: <http://www.csba.org>

California Board of Educations of Education: <http://www.theccbe.org>

California Secretary of State's Office: <http://www.ss.ca.gov>

ADOPTION AND REVISION HISTORY:

Adopted: (10-00, 5-03, 5-14)

12. REGULAR AGENDA - ACTION ITEMS

Subject	12.5 Board Bylaw (BB) 9321 - Closed Session (Revised: For Adoption)
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action

AGENDA ITEM BACKUP SHEET

TITLE: Board Bylaw (BB) 9321 - Closed Session

ITEM: Action

SUBMITTED BY: Alan Rasmussen, Ed.D. and Richard Tauer, Interim Co-Superintendents

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board for adoption Board Bylaw (BB) 9321 - Closed Session. It was presented for first reading at the October 8, 2019 Board meeting.

RATIONALE:

Bylaw retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites. Exhibit (1) added to provide examples of agenda descriptions of closed session items. Exhibit (2) added to provide examples of reports of closed session actions that must be made when the board reconvenes in open session following the closed session.

RECOMMENDATION:

Adopt revised Board Bylaw (BB) 9321 - Closed Session.

File Attachments

[BB 9321 Closed Session Clean.pdf \(488 KB\)](#)

[BB 9321 Closed Session Purposes and Agendas strikethrough.pdf \(589 KB\)](#)



Santa Ana Unified School District

BOARD BYLAWS NO: 9321

EFFECTIVE: DD/MM/YYYY

SUBJECT: Closed Session

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

SCOPE:

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meetings only for purposes authorized by law. (Government Code 54954.5)

POLICY:

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law and specified below. (Government Code 54954.2)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

(cf. 9320 – Meetings and Notices)

(cf. 9322 – Agenda/Meeting Materials)

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)



Santa Ana Unified School District

BOARD BYLAWS NO: 9321

EFFECTIVE: DD/MM/YYYY

SUBJECT: Closed Session

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

Confidentiality

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

Personnel Matters

The Board may hold a closed sessions under the "personnel exception" to consider the appointment, employment, performance evaluation, discipline, or dismissal of an employee. Such closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent) (cf. 4115 - Evaluation/Supervision) (cf. 4118 - Suspension/Disciplinary Action) (cf. 4215 - Evaluation/Supervision) (cf. 4218 - Dismissal/Suspension/Disciplinary Action) (cf. 4315 - Evaluation/Supervision)

The Board may hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957) (cf. 1312.1 - Complaints Concerning District Employees) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to



Santa Ana Unified School District

BOARD BYLAWS NO: 9321

EFFECTIVE: DD/MM/YYYY

SUBJECT: Closed Session

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 4117.7/4317.7 - Employment Status Reports)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

Any meeting and negotiating discussion between the district and a recognized or certified employee organization.

Any meeting of a mediator with either party or both parties to the meeting and negotiating process.

Any hearing, meeting, or investigation conducted by a factfinder or arbitrator.

Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives. (cf. 4143/4243 - Negotiations/Consultation) (cf. 4140/4240/4340 - Bargaining Units) (cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session.



Santa Ana Unified School District

BOARD BYLAWS NO: 9321

EFFECTIVE: DD/MM/YYYY

SUBJECT: Closed Session

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

(Government Code 54957.6) (cf. 2121 - Superintendent's Contract)

The Board also may meet in closed session with a state conciliator who has intervened proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberations. (Education Code 48920)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion appeal hearing," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

In taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion appeal, the Board shall refer to the student number or other identifier and shall not disclose the student's name.

The Board shall meet in closed session to address any student matter over which it has statutory authority, when the matter may involve disclosure of confidential student information.



Santa Ana Unified School District

BOARD BYLAWS NO: 9321

EFFECTIVE: DD/MM/YYYY

SUBJECT: Closed Session

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

Real Property Negotiations

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) the property under negotiation, and the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district's of its approval. (Government Code 54957.1)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

Litigation to which the Board is a "party" has been initiated formally. (Government Code 54956.9(a))



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A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts and circumstances, a closed session is authorized. (Government Code 54956.9(b))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

- A. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- B. Facts and circumstances including, but not limited to, an accident, disasters, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s), and which must be publicly disclosed before the closed session or specified on the agenda.
- C. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.
- D. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
- E. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat of litigation on the victim's behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9 (d)(4))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(d)(1), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding



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either "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, and or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in items #2b-e above. (Government Code 54954.5)

Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)



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Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5) (cf. 3530 - Risk Management/Insurance)

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA that has direct financial or liability implications for the district. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

DESIRED OUTCOME

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument



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approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617) (cf. 6162.51 - State Achievement Tests)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

Legal Reference:

EDUCATION CODE

32281	School Safety
35145	Public meetings
35146	Closed session for student suspension or disciplinary action
44929.21	Districts with ADA of 250 or more
48912	Governing board suspension of student
48918	Rules governing expulsion procedures; hearings and notice
49070	Challenging content of students records
49073-49079	Privacy of student records
60617	Closed session (re review of contents of statewide assessment)

GOVERNMENT CODE

3540-3549.3	Educational Employment Relations Act
6252-6270	California Public Records Act
54950-54963	The Ralph M. Brown Act, especially:

CALIFORNIA CONSTITUTION

Article 1, Section 3 Public right to access information

UNITED STATES CODE, TITLE 20

1232g	Family Educational Rights and Privacy Act
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CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy

COURT DECISIONS

Moreno v. City of King, (2005) 127 Cal.App4th 17

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107

Cal.App.4th 860

Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104

Cal.App.4th 1393

Bell v. Vista Unified School District, (2004) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87

Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d

Furtado v. Sierra Community College District, (1998) 68 Cal. App. 4th 876

Roberts v. City of Palmdale, (1993) 5 Cal.4th 363

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41

ATTORNEY GENERAL OPINIONS

94 Ops.Cal.Atty.Gen. 82 (2011)

89 Ops.Cal.Atty.Gen. 110 (2006)

86 Ops.Cal.Atty.Gen. 210 (2003)

78 Ops.Cal.Atty.Gen. 218 (1995)

59 Ops.Cal.Atty.Gen. 532 (1976)

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010

WEB SITES

CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://www.oag.ca.gov>



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League of California Cities: <http://www.cacities.org>

ADOPTION AND REVISION HISTORY:

Adopted: (7-77 8-77 4-94 10-00 5-03) 10-16



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SCOPE:

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Governing Board shall hold **a** closed sessions ~~only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meetings~~ **only for purposes authorized by** in accordance with law. (Government Code 54954.5)

POLICY:

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law **and specified below**. (Government Code 54954.2)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

(cf. 9320 – Meetings and Notices)

(cf. 9322 – Agenda/Meeting Materials)

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)



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Confidentiality

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

Personnel Matters

The Board may hold a closed sessions under the "personnel exception" to consider the appointment, employment, **performance** evaluation of ~~performance~~, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent) (cf. 4115 - Evaluation/Supervision) (cf. 4118 - Suspension/Disciplinary Action) (cf. 4215 - Evaluation/Supervision) (cf. 4218 - Dismissal/Suspension/Disciplinary Action) (cf. 4315 - Evaluation/Supervision)

The Board may hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957) (cf. 1312.1 - Complaints Concerning District Employees) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)



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Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 4117.7/4317.7 - Employment Status Reports)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

Any meeting and negotiating discussion between the district and a recognized or certified employee organization.

Any meeting of a mediator with either party or both parties to the meeting and negotiating process.

Any hearing, meeting, or investigation conducted by a factfinder or arbitrator.

Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives. (cf. 4143/4243 - Negotiations/Consultation) (cf. 4140/4240/4340 - Bargaining Units) (cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session, **prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees,** to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. **Final action on the proposed compensation of one or more unrepresented employees**



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shall not be taken in closed session.

(Government Code 54957.6) (cf. 2121 - Superintendent's Contract)

~~Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

~~For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)~~

The Board also may meet in closed session with a state conciliator **who has intervened** ~~or a mediator who has intervened in~~ proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name **(s)** of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating **ons**. (Education Code 48920) ~~and determining whether the student should be expelled. (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

~~The Board shall meet in closed session to address any student, matter that may involve disclosure~~



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~~of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48918, 49070) (cf. 5117—Interdistrict Attendance)(cf. 5119—Students Expelled from Other Districts) (cf. 5125.3—Challenging Student Records) (cf. 5144—Discipline)~~

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion **appeal** hearing," ~~or "grade change appeal"~~ without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information. ~~(cf. 5125—Student Records)~~

In taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion appeal, the Board shall refer to the student number or other identifier and shall not disclose the student's name.

The Board shall meet in closed session to address any student matter over which it has statutory authority, when the matter may involve disclosure of confidential student information.

Security Matters

~~The Board may meet in closed session with the Governor, Attorney General, district attorney, District legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant, or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957) (cf. 0450—Comprehensive Safety Plan) (cf. 3515—Campus Security) (cf. 3516—Emergencies and Disaster Preparedness Plan)~~

~~The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)~~



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~~Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)~~

Conference with Real Property Negotiators

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation, and specify the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district's of its approval. (Government Code 54957.1)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)



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Litigation to which the Board is a "party" has been initiated formally. (Government Code 54956.9(a))

A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts and circumstances, a closed session is authorized. (Government Code 54956.9(b))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

A. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

B. Facts and circumstances including, but not limited to, an accident, disasters, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s), and which must be publicly disclosed before the closed session or specified on the agenda.

C. The receipt of a claim pursuant to the ~~Tort~~ **Government** Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection. (~~cf. 3320—Claims and Actions Against the District~~)

D. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

E. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat **of litigation** on **the victim's** ~~his/her~~ behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(e) **(d)(4)**)

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a) **(d)(1)**, the Board shall either



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state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, and or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b)(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(e)(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in items #2b-e above. (Government Code 54954.5; Government Code 54956.9(b)(3)(B-E))

Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.

2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)



Santa Ana Unified School District

BOARD BYLAWS NO: 9321

EFFECTIVE: DD/MM/YYYY

SUBJECT: **Closed Session Purposes and Agendas**

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Superintendent's Office

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5) (cf. 3530 - Risk Management/Insurance)

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA **that has direct financial or liability implications for the district.** During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

~~The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)~~

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

DESIRED OUTCOME

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open



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RESPONSIBLE OFFICE(S): Superintendent's Office

session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617) (cf. 6162.5 **1** - ~~Student Assessment~~ **State Achievement Tests**)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code **60617** authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

Legal Reference:

EDUCATION CODE

32281

School Safety

35145

Public meetings

35146

Closed session ~~(re for student suspension~~ **or disciplinary action)**

44929.21

Districts with ADA of 250 or more

48912

Governing board suspension **of student**

48918

Rules governing expulsion procedures; hearings and notice

49070

Challenging content of students records

49073-49079

Privacy of student records

60617

~~Meetings of governing board~~ **Closed session (re review of contents of statewide**



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assessment)

California GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6252-6270 California Public Records Act

54950-54963 The Ralph M. Brown Act, especially:

CALIFORNIA CONSTITUTION

Article 1, Section 3 Public right to access information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy

~~Other Regulatory Authority~~ **COURT DECISIONS**

Moreno v. City of King, (2005) 127 Cal.App4th 17

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107

Cal.App.4th 860

Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104 Cal.App.4th 1393

Bell v. Vista Unified School District, (2004) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87

Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d

Furtado v. Sierra Community College District, (1998) 68 Cal. App. 4th 876

Roberts v. City of Palmdale, (1993) 5 Cal.4th 363

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41

ATTORNEY GENERAL OPINIONS

94 Ops.Cal.Atty.Gen. 82 (2011)

89 Ops.Cal.Atty.Gen. 110 (2006)

86 Ops.Cal.Atty.Gen. 210 (2003)

78 Ops.Cal.Atty.Gen. 218 (1995)

59 Ops.Cal.Atty.Gen. 532 (1976)

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010



Santa Ana Unified School District

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WEB SITES

CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://www.oag.ca.gov>

League of California Cities: <http://www.cacities.org>

ADOPTION AND REVISION HISTORY:

Adopted: (7-77 8-77 4-94 10-00 5-03) 10-16

12. REGULAR AGENDA - ACTION ITEMS

Subject	12.6 Adoption of Resolution No. 19/20 - 3319 - Proclamation Declaring November 2019 as School Psychology Month
Meeting	Oct 22, 2019 - Regular Board Meeting
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Recommended Action	Adopt Resolution No. 19/20 - proclamation declaring November as School Psychology Month
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)</p> <p>ACTION 3.4 - Support outreach to students, staff, and parents to establish welcoming and inclusive school environments via antibullying awareness, LGBT safe and sensitive school campaigns, suicide prevention and, school-based wellness resource centers.</p> <p>SERVICES 3.04001 Campaign promotional materials</p>

AGENDA ITEM BACKUP SHEET

TITLE: Adoption of Resolution No. 19/20-3319 - Proclamation Declaring November 2019 as School Psychology Month

ITEM: Action

SUBMITTED BY: Mayra Helguera, Ed.D., Assistant Superintendent, Special Education/SELPA

ITEM SUMMARY:

Adoption of Resolution No. 19/20-3319 – Proclaiming November 2019 as School Psychology Month

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 19/20-3319 proclaiming November 2019 as School Psychology Month

RATIONALE:

In alignment with national recognition of all School Psychologists, the District is seeking to adopt the Resolution to proclaim November 2019 as School Psychology Month. School Psychology principles and practices embedded within education have been critical pieces of the fabric of Santa Ana Unified School District, and have ensured that sound psychological principles are integral to instruction and learning, social and emotional development, prevention, early intervention and school safety, and supporting culturally diverse student populations. School psychologists support Santa Ana Unified School District students and families to feel safe, secure, and help students to thrive by nurturing their individual strengths across both personal and academic endeavors. School psychologists are trained to assess student and school-based barriers to learning as well as individual strengths, utilize data-based decision-making, implement research-driven prevention and intervention strategies, and evaluate outcomes and improve accountability. School psychologists are specially trained to deliver a continuum of mental health services and academic supports that lower barriers to teaching and learning. Santa Ana Unified School District, and our staff who serve our students as school psychologists, are honored by consideration of this resolution. Employees will receive copies of the Board's resolution to honor their commitments as school psychologists. Our organization truly benefits from the dedication and service demonstrated by this profession.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Adopt Resolution No. 19/20-3319 - proclamation declaring November 2019 as School Psychology Month

File Attachments

[Resolution No. 1920-3319 November School Psychology Month.pdf \(136 KB\)](#)

RESOLUTION NO. 19/20-3319

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Proclamation Declaring November as School Psychology Month

WHEREAS, all children and youth learn best when they are healthy, supported, and receive a free and appropriate public education in a safe and nurturing school environment that enables them to strive, grow, and thrive academically, socially, and emotionally; and

WHEREAS, schools can more effectively ensure that all students are able to learn when they meet the needs of the whole child and provide integrated, multi-tiered supports; and

WHEREAS, children and youth learn best in communities where educators are valued and treated with respect, and are learners themselves; and

WHEREAS, children's mental health is directly linked to their learning and development, and the learning environment provides an optimal context to promote good mental health; and

WHEREAS, sound psychological principles are integral to instruction and learning, social and emotional development, prevention, early intervention and school safety, and the support of culturally diverse student populations; and

WHEREAS, school psychologists serve as vital members of the educational team, playing a central role in creating a positive school climate and vital partnerships between the home, school, and community to ensure student academic success; and

WHEREAS, school psychologists are recognized as qualified providers of mental and behavioral health services in federal law; and

1 WHEREAS, the Santa Ana Unified School District's school psychologists are
2 specially trained to foster and deliver a continuum of mental health services and
3 academic supports that lower barriers to teaching and learning; and

4 WHEREAS, school psychologists help students to thrive by nurturing their
5 individual strengths across both personal and academic endeavors; and

6 WHEREAS, school psychologists are specially skilled in providing services to
7 students who face serious challenges to school success, including poverty,
8 disability, discrimination, bullying, and other barriers to learning; and

9 WHEREAS, school psychologists are trained to assess student and school-based
10 barriers to learning as well as individual strengths, utilize data-based decision-
11 making, implement research-based prevention and intervention strategies, and
12 evaluate outcomes and improve accountability; and

13 WHEREAS, school psychologists collaborate with key stakeholders in families,
14 schools, the district, and communities to promote the healthy development of all
15 students through early intervention and data-based decision-making; and

16 WHEREAS, school psychologists help create safe, healthy, nurturing, and
17 responsive learning environments for all students by strengthening connections
18 between home and school and helping kids feel connected, affirmed, and ready to
19 achieve their individual goals; and

20 WHEREAS, school psychologists can help prevent or reduce the immediate and
21 long-term effects of student's mental and behavioral health problems; and

22 WHEREAS, the staff of the Santa Ana Unified School District recognize the
23 vital role that school psychologists play in meeting the individual needs of students
24 by supporting their schools and their families.

25 NOW, THEREFORE, BE IT RESOLVED, that the Santa Ana Board of Education proclaims
26 the month of November 11-15, 2019 as "School Psychology Month".

27 BE IT FURTHER RESOLVED that the members of the school board express their deep
28 appreciation to all of the District's school psychologists for the work they do to

1 help every student be successful in school and in life. Furthermore, the members
2 of the school board encourage all schools, community organizations, businesses, and
3 the City of Santa Ana to commemorate this occasion with appropriate instructional
4 and celebratory activities.

5
6 PASSED AND ADOPTED by the Santa Ana Unified School District Governing Board
7 on October 22, 2019 by the following vote:

8 AYES:

9 NOES:

10 ABSENT:

11 STATE OF CALIFORNIA)
12) ss.
13 COUNTY OF ORANGE)
14

15 I, Alfonso Alvarez, Ed.D., Clerk of the Board of Education of the Santa Ana
16 Unified School District of Orange County, California, hereby certify that the above
17 and foregoing Resolution was duly adopted by the said Board at a regular meeting
18 thereof held on 22 day of October, 2019, and passed by a vote of _____ of said
19 Board.

20
21 BOARD OF EDUCATION
22 SANTA ANA UNIFIED SCHOOL DISTRICT
23
24
25

26 By: _____
27 Alfonso Alvarez, Ed.D.
28 Clerk of the Board of Education