



**Tuesday, June 11, 2019  
Regular Board Meeting**

**Santa Ana Unified School District  
Board of Education  
Board Meeting Agenda**

**Valerie Amezcua: President, Rigo Rodriguez, Ph.D.: Vice President, Alfonso Alvarez, Ed.D.: Clerk,  
John Palacio: Member,  
Stefanie P. Phillips, Ed.D.: Secretary/ Superintendent**

**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: 1806014DS; 30-2019-01068167-CU-WM-CSC; 30-2019-01069196-CU-MC-CJC; and LBI 152475 Conference with Legal Counsel-Anticipated Litigation: Significant exposure to litigation pursuant to Government Code section 54956.9: Two Potential Cases

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 Public Employment: Coordinator of Student Achievement

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 Mark A. McKinney 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. Recognition/Acknowledgements**

---

5.1 CORE Districts' Academic Growth Awards

**6. Superintendent's Report**

---

## **7. Public Presentations**

---

### **8. Approval of Consent Calendar**

---

- 8.1 Approval of Special Board Meeting Minutes - May 11, 2019 and Regular Board Meeting Minutes - May 21, 2019
- 8.2 Approval of Board President Valerie Amezcua's Attendance at Collaborative for Academic, Social, and Emotional Learning Exchange on October 2, 3, and 4, 2019 in Chicago, Illinois
- 8.3 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests
- 8.4 Approval of SAUSD Parent and Family Engagement Policy for 2019-20 School Year
- 8.5 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
- 8.6 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
- 8.7 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2018-19 and 2019-20 School Years
- 8.8 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2018-19 and 2019-20 School Years
- 8.9 Approval/Ratification of Listing of Software License Agreements with Santa Ana Unified School District for 2018-19 School Year
- 8.10 Authorization to Utilize Piggyback Contracts for the Purchase of Classroom and Office Furniture
- 8.11 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 8, 2019 through May 21, 2019
- 8.12 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of May 8, 2019 through May 21, 2019
- 8.13 Approval of Declaration of Need for Fully Qualified Educators for 2019-2020 School Year
- 8.14 Approval of Revision to the 2019-2020 and 2020-2021 Academic School Calendar
- 8.15 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

### **9. Presentations**

---

Local Control Accountability Plan and 2019-20 Proposed Budget

### **10. Public Hearing**

---

- 10.1 Local Control Accountability Plan
- 10.2 2019-20 Proposed Budget

### **11. Regular Agenda - Action Items**

---

- 11.1 Approval of Submission of Part I, Consolidated Application and Reporting System for funding to California State Department of Education for 2019-20 School Year
- 11.2 Approval of the Local Control and Accountability Plan (LCAP) Federal Addendum
- 11.3 Approval of Migrant Education District Service Agreement (DSA) for 2019-20 School Year
- 11.4 Approval of Extended Learning's Engage 360° Plan
- 11.5 Authorization to Reject all Bids for Bid No. 15-19, Home-to-School Transportation Services

11.6 Ratification of SAUSD Assistant Superintendent, Human Resources Employment Agreement for Hiacynth D. Martinez, Ed.D.

11.7 Approval of New Job Description: Coordinator of Health Services/Home Hospital Instruction

11.8 Approval of New Job Description: Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students)

11.9 Approval of New Job Description: Coordinator of Community Relations

11.10 Approval of New Job Description: Extended Learning Field Supervisor

11.11 Authorization to Award a Contract for Bid Package No. 1 – Power Upgrade at Saddleback High School

11.12 Adoption Resolution No. 18/19-3296 - Non-School Use of the Garfield "Pacific Electric Substation No. 14" Wellness Center

---

**12. Future Meeting: Regular Board Meeting, Tuesday, June 25, 2019**

---

**13. Board Reports**

---

**14. Adjournment**

---

## 5. Recognition/Acknowledgements

---

<b>Subject</b>	<b>5.1 CORE Districts' Academic Growth Awards</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Recognition

### AGENDA ITEM BACKUP SHEET

**TITLE:** CORE Districts' Academic Growth Awards

**ITEM:** Recognition

**SUBMITTED BY:** Stefanie P. Phillips, Ed.D., Superintendent

#### BACKGROUND INFORMATION:

Recognition of seven schools in our District for receiving the CORE Districts' Academic Growth Award, which showcases schools having the greatest impact on student achievement in English language arts, math or both subjects. CORE Districts are Fresno, Garden Grove, Los Angeles, Long Beach, Oakland, Sacramento City, San Francisco and Santa Ana Unified School Districts, whose primary focus is to collaborate to improve student outcomes.

#### RATIONALE:

CORE Districts recognize schools with three years of high academic growth where students are making gains faster than similar students at similar schools. The following schools are being presented with the CORE Districts' Academic Growth Award:

Adams Elementary School  
Franklin Elementary School  
Gonzalo Felicitas Mendez Fundamental School  
Madison Elementary  
Martin Luther King, Jr. Elementary School  
Martin R. Heninger Elementary School  
McFadden Intermediate School

#### FUNDING:

No fiscal impact.

#### RECOMMENDATION:

Recognize the schools receiving Core Districts' Academic Growth Award.

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.1 Approval of Special Board Meeting Minutes - May 11, 2019 and Regular Board Meeting Minutes - May 21, 2019</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No

**File Attachments**

- [Special Board Meeting Minutes 5-11-19 For Board Approval.pdf \(298 KB\)](#)
- [Board Meeting Minutes 5-21-19 For Board Approval.pdf \(2,226 KB\)](#)

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

MINUTES

SPECIAL BOARD MEETING  
SANTA ANA BOARD OF EDUCATION

May 11, 2019

CALL TO ORDER

Board President Amezcua called the meeting to order at 9:00 a.m. Other members in attendance were Dr. Rodriguez and Mr. Palacio.

CLOSED SESSION PRESENTATIONS

Ms. Amezcua asked those wishing to address the Board in matters pertaining to Closed Session to step to the lectern.

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

CLOSED SESSION (NOT OPEN TO PUBLIC)

The Special Board meeting recessed at 9:00 a.m. to consider student matters, existing litigation, anticipated litigation, and personnel matters.

Dr. Alvarez arrived at 10:12 a.m.

RECONVENE SPECIAL MEETING

The Regular Board meeting reconvened at 12:02 p.m.

Cabinet members present were Dr. Phillips, Dr. Jimenez, Dr. Stekol, Mr. McKinney, Dr. Llamas, and Mr. Williams. Dr. Allen, Dr. Helguera, and Mr. Roychowdhury not present.

## **REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 4-0, the Board took action to approve the notice of release and reassignment from an administrative position for the following employees, as named in Closed Session – employee ID #'s 17599, 11337, 28802, 26295, and 11507.

Motion: Dr. Alvarez                      Seconded: Dr. Rodriguez

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

By a vote of 4-0, the Board took action to appoint Karen Knecht to the position of Principal – Thorpe Fundamental Elementary School.

Motion: Ms. Amezcua                      Seconded: Dr. Alvarez

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

By a vote of 4-0, the Board took action to appoint Adolfo Herrera to the position of Principal – King Elementary School.

Motion: Ms. Amezcua                      Seconded: Dr. Alvarez

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

### 1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 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

Dr. Llamas stated that per Board direction, the student expulsion recommendation for student number 338436 will be changed from a two semester expulsion to one calendar year, from today's date May 11, 2019 – by a roll call vote of Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio and carried 4-0 to approve the student expulsion(s) for violation of the California Education Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) according to Board Policy 5144.1.

## ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 12:04 p.m.

The next Regular Meeting of the Board of Education is Tuesday, May 21, 2019, at 6:00 p.m.

## ATTEST:

Stefanie P. Phillips, Ed.D.  
Secretary  
Santa Ana Board of Education



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

MINUTES

REGULAR BOARD MEETING  
SANTA ANA BOARD OF EDUCATION

May 21, 2019

CALL TO ORDER

Board President Amezcua called the meeting to order at 4:40 p.m. Other members in attendance were Dr. Rodriguez and Dr. Alvarez.

CLOSED SESSION PRESENTATIONS

Ms. Amezcua asked those wishing to address the Board in matters pertaining to Closed Session to step to the lectern.

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting recessed at 4:40 p.m. to consider student matters, existing litigation, anticipated litigation, personnel matters, and labor negotiations.

Mr. Palacio arrived at 4:43 p.m.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:51 p.m.

Cabinet members present were Dr. Phillips, Dr. Jimenez, Dr. Stekol, Mr. McKinney, Dr. Allen, Dr. Llamas, Dr. Helguera, and Mr. Roychowdhury. Mr. Williams was not present.

PLEDGE OF ALLEGIANCE

Alexis Rodriguez Mejia, 12<sup>th</sup> grade student at Middle College High School, led the Pledge of Allegiance.

## **REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 4-0, the Board took action to approve the Workers' Compensation Stipulated Award in the amount of \$21,895 for classified employee, as named in Closed Session – Claim No. SUSJ-008153.

Motion: Ms. Amezcua                      Seconded: Mr. Palacio

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

By a vote of 4-0, the Board took action to appoint Hiacynth D. Martinez, Ed.D., to the position of Assistant Superintendent, Human Resources.

Motion: Dr. Alvarez                      Seconded: Mr. Palacio

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

By a vote of 4-0, the Board took action to appoint Mauricio Gormaz to the position of Director of Human Resources.

Motion: Dr. Alvarez                      Seconded: Mr. Palacio

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

By a vote of 4-0, the Board took action to appoint Emma Connoy to the position of Principal – Franklin Elementary School.

Motion: Mr. Palacio                      Seconded: Dr. Alvarez

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

By a vote of 4-0, the Board took action to appoint Joshua Goddard to the position of Assistant Director of Food Services.

Motion: Mr. Palacio                      Seconded: Ms. Amezcua

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

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

Motion: Mr. Palacio                      Seconded: Dr. Alvarez

Vote: Ayes: Ms. Amezcua, Dr. Rodriguez, Dr. Alvarez, and Mr. Palacio

## RECOGNITIONS/ACKNOWLEDGMENTS

### Recognition of the Orange County Gang Reduction & Intervention Partnership (OC GRIP) Program

Chief Smith recognized the Orange County Gang Reduction & Intervention Partnership (OC Grip) Program, for identifying at-risk youth in grades 4 through 8 and who work to increase their school attendance and decrease gang activity.

### High School Student Ambassadors for 2018-19 School Year

Dr. Allen recognized the 11 High school Student Ambassadors for the 2018-19 school year.

### Advancement Via Individual Determination (AVID) Standouts and Scholarship Awardees

Dr. Allen recognized 38 Advancement Via Individual Determination (AVID) Standouts and Scholarship Awardees of a total of \$824,500.

### Certificated Employee of the Month for May 2019, Nadzia Lopez

Nadzia Lopez, Speech and Language Pathologist, Mitchell/Special Education, was recognized as the Certificated Employee of the Month for May.

### Classified Employee of the Month for May 2019, Julia Najera

Julia Najera, Nutrition Services Lead, Santa Ana High School, was recognized as Classified Employee of the Month for May.

### Speech and Debate Organizers of the 2019 National Forensic Association (NFA) National Championship Tournament

Dr. Allen recognized the Speech and Debate Organizers of the 2019 National Forensic Association (NFA) National Championship Tournament.

## SUPERINTENDENT'S REPORT

Superintendent Phillips gave an update on Health Education. The District has learned that the use of the framework is optional. Resources in the framework are optional as well – the framework does not mandate curriculum or instructional practices. Parents can continue to opt-out. There is no change to the current curriculum and as a reminder, the district does not have a California Healthy Youth Act (CHYA) Board approved elementary curriculum. She announced that SAUSD would be offering Full Day Kindergarten and Extended Day options for students for the 2019-20 school year at all elementary schools. Dr. Phillips shared that SAUSD will be combining the school communities of Romero-Cruz Elementary and Spurgeon Intermediate School into Romero-Cruz Academy to create a Pre-K-8 learning option for students.

She mentioned that Orange County Department of Education held its 7<sup>th</sup> Annual Language Learner Recognition Celebration and Ms. Jamie Salafia-Bellomo, Program Specialist for the English Learner and Student Achievement Program, represented SAUSD. Dr. Phillips gave kudos to the Saddleback and Santa Ana High School NJROTC program for being awarded either an Outstanding or Above Average commendation, with an overall unit grade of Outstanding. She also congratulated Andres Medina, 10<sup>th</sup> grade student at Advanced Learning Academy (ALA), who was nominated by Mayor Pro Tem Villegas and appointed as the Ward 5 Representative (Alternate) to the Youth Commission for partial-term expiring December 15, 2020. Dr. Phillips acknowledged May as Mental Health Matters Month. She congratulated the Godinez Fundamental High School Girls Softball Team for winning 15-1 over El Segundo in the CIF Division 4 Championship Game on Saturday, May 18<sup>th</sup>. Superintendent congratulated Geovani Salgado of Santa Ana Valley High School, who won the Guaranty Chevrolet Perfect Attendance Car Giveaway for the 2018-19 school year as well as all the other scholars who were awarded gift cards and other door prizes. She also announced the recognition of the Top 100 Scholars hosted by Guarantee Chevrolet, Friday, 17. Dr. Phillips shared that Carver teacher and 2019 Districtwide Elementary Teacher of the Year, Veronica DeBruhl-Githens, was presented with surprise classroom makeover this week from SoCal Honda to celebrate Teacher Appreciation Week. She acknowledged Martin Elementary students who competed in the Children of Promise Youth Chess Tournament in Lynwood, where Damian Avilés, took 1<sup>st</sup> place in the 4<sup>th</sup> grade division and Alice Rubio took 1<sup>st</sup> place in the 3<sup>rd</sup> grade division. Dr. Phillips shared that high school students from across SAUSD participated in Signing Day events at UC Irvine and UCLA. She announced that SAUSD would be hosting graduation ceremonies at various sites in Santa Ana, schedules are posted on high school websites. She also stated that SAUSD has 1,166 students eligible to receive Golden State Seal Merit Diplomas. Dr. Phillips concluded her report with a video clip featuring Willard Intermediate School Turnaround Arts program.

## PUBLIC PRESENTATIONS

Public speakers addressed the Board regarding Romero-Cruz Kinder Playground, Transportation, Mitchell Playground, Muir Traffic and Parking Lot, and California Healthy Youth Act.

### 1.0 APPROVAL OF CONSENT CALENDAR

Moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-0, to approve the Consent Calendar as follows:

- 1.1 Approval of Special Board Meeting Minutes - April 9, 2019, Special Board Meeting/Annual Planning Retreat Minutes - April 16, 2019, Regular Board Meeting Minutes - April 23, 2019, and Regular Board Meeting Minutes - May 9, 2019
- 1.2 Ratification of Vice President's Attendance to California School Boards Association Delegate Assembly Meeting May 18-19, 2019 in Sacramento, CA

- 1.3 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests
- 1.4 Orange County Department of Education Third Quarterly Report on Williams Settlement Legislation for Fiscal Year 2018-19
- 1.5 Approval of Second Assessment Child Outcomes and School Readiness Goal and Action Plan for 2018-19 Program Year
- 1.6 Approval of the Athletic Coach Certification of Compliance with New Student Health and Safety Standards
- 1.7 Approval of Head Start Ongoing Monitoring Corrective Action Plan for 2018-19 Program Year
- 1.8 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
- 1.9 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
- 1.10 Ratification of Master Contract and/or Individual Service Agreement with Nonpublic Schools and Agencies for Students with Disabilities for 2018-19 School Year
- 1.11 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2018-19 School Year
- 1.12 Authorization to Renew Agreements for District Legal Services for Various Departments for 2019-20 Fiscal Year
- 1.13 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2018-19 and 2019-20 School Years
- 1.14 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2018-19 and 2019-20 School Years
- 1.15 Approval/Ratification of Listing of Software License Agreements with Santa Ana Unified School District for 2018-19 and 2019-20 School Years
- 1.16 Approval/Ratification of Listing of Grant Award Applications with Santa Ana Unified School District for 2018-19 School Year

- 1.17 Approval/Ratification of Listing of Santa Ana Unified School District Public Works Projects Awarded Utilizing California Uniform Public Construction Cost Accounting Act for 2018-19 School Year
- 1.18 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of April 10, 2019 through May 7, 2019
- 1.19 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 10, 2019 through May 7, 2019
- 1.20 Acceptance of Completion of Contract for Bid Package No. 1 – Parking Lot Expansion at Valley High School
- 1.21 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.22 Adoption of Resolution No. 18/19-3292 - Establish Education Protection Account for Santa Ana Unified School District
- 1.23 Adoption of Resolution No. 18/19-3293 - Establish Education Protection Account for Advanced Learning Academy

## PRESENTATIONS

### Core Academic Program Overview

Presentation put on hold.

### English Learner Master Plan Overview

Presentation put on hold.

Change in Order of Agenda

## PUBLIC HEARING

### Public Disclosure of Tentative Agreement with Santa Ana Educators' Association

Ms. Amezcua declared the Public Hearing open. She asked those wishing to address the Board to step to the lectern.

After hearing no comments, Ms. Amezcua declared the Public Hearing closed.

## Change in Order of Agenda

### REGULAR AGENDA - ACTION ITEMS

- 2.0 Ratification of Tentative Agreement with Santa Ana Educators' Association's for the 2019 – 2020 School Year

Moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 3-0, with Dr. Alvarez not present, to ratify the Tentative Agreement with Santa Ana Educators' Association's (SAEA) for the 2019-20 school year.

- 3.0 Approval of New Job Description: Chief Technology Officer

Moved by Mr. Palacio, seconded by Dr. Rodriguez, and carried 3-0, with Dr. Alvarez not present, to approve the new job description: Chief Technology Officer.

- 4.0 Authorization to Award Purchase Orders to Durham School Services LP, First Student, HopSkipDrive, JFK Transportation Company, Inc., OC Transit and Zum Services, Inc., for the Home-to-School Student Transportation Services Districtwide

After discussion, Ms. Amezcua motioned to amend the recommendation and reject all bids, seconded by Dr. Rodriguez, and carried 3-1, with Dr. Alvarez dissenting.

- 5.0 Authorization to Award Purchase Orders for the Purchase of Commercial Air Filters

Moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 4-0, to authorize staff to award purchase orders, pursuant to Bid No. 19-19, to Pacwest Air Filter, for the purchase of commercial air filters.

- 6.0 Ratification of Change Order No. 1 for Bid Package No. 1 - Parking Lot Expansion at Valley High School

Moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 4-0, to ratify the Change Order No. 1 for Bid Package No. 1 - Parking Lot Expansion at Valley High School.

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

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

8.0 Authorization to Award a Contract for Bid Package No. 1 - Kindergarten Conversion and Play Yard at Romero-Cruz Academy

Moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 4-0, to authorize staff to award a contract to JRH Construction Company, Inc., for Bid Package No. 1 – Kindergarten Conversion and Play Yard at Romero-Cruz Academy.

9.0 Adoption of Resolution 18/19-3295 – Non-school Use of North East Santa Ana Little League’s Concessions and Restroom Buildings

Moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 4-0, to adopt Resolution 18/19-3295 – Non-School use of North East Santa Ana Little League’s Concessions and Restroom Buildings, submit the adopted Board resolution to the Division of State Architect, notifying DSA that the concessions and restroom buildings will only be used for private league use by the North East Santa Ana Little League, and approve the posting of signage notifying the public “This building does not meet the structural standards imposed by law for earthquake safety”.

Change in Order of Agenda

DISCUSSION

Local Control Accountability Plan: Engagement and Feedback

Dr. Llamas presented an overview of the Local Control Accountability Plan (LCAP), stakeholder engagement and feedback meetings for the 2018-19 school year.

BOARD REPORTS

Board President Amezcua requested District staff to clarify parents’ safety concerns with cross-guards and to place a discussion item on the upcoming City of Santa Ana/District Joint Use meeting. Board member Palacio requested District staff to increase public relations and larger size of mailers.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 10:01 p.m. in memory of Nativo Lopez and Winston Best.



The next Regular Meeting of the Board of Education is Tuesday, June 11, 2019, at 6:00 p.m.

ATTEST:

Stefanie P. Phillips, Ed.D.  
Secretary  
Santa Ana Board of Education

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 21, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>RESIGNATION FOR PURPOSES OF RETIREMENT 2018-19</b>				
Baker, Jeanne	Teacher	Lincoln	May 31, 2019	
Landsiedel Cynthia	Principal	Thorpe	June 30, 2019	
Shumar, Jennifer	Program Specialist	Pupil Support Services	June 13, 2019	
<b>RESIGNATIONS 2018-19</b>				
Cowans, Katheryn	Teacher	Saddleback	May 31, 2019	
DeShazer, Nicole	Teacher	Lathrop	May 31, 2019	
Linden, Peter	Teacher	Carr	May 31, 2019	
Ochoa, Elizabeth	Counselor	Advanced Learning Academy	April 19, 2019	
Saliba, Kimberly	Teacher	Jefferson	April 29, 2019	
Stowers, Tyler	Teacher	McFadden	May 31, 2019	
Vos, Alysa	Program Specialist	Special Education	June 30, 2019	
<b>NEW HIRES/RE-HIRES</b>				
Abrams, Danyel	Teacher - Aspiring Music Professional	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Beaman, Francene	Teacher - Art of Animation	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Carrillo, Felix	Teacher - Automotive	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>NEW HIRES/RE-HIRES (continued)</b>				
Erikson, Tom	Teacher - Criminal Justice	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Fe, Helen	Teacher - Medical Assistant	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Garcia, Jose M.	Teacher - Art of Graphic Design	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Garcia, Saul	Teacher - Automotive	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Hansen, Christopher	Teacher - Digital Photography	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Heremans, Tiffany	Teacher - Culinary Arts	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Kirby, Angela	Teacher	Adams	April 9, 2019	New Hire - Intern
Klein, Maile	Teacher - Art of Graphic Design	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Loonam, Cari	Teacher	Washington	April 8, 2019	New Hire - Temporary 44909
Nusbickel, Thomas	Teacher - Engineering	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Ramirez, Steven	Teacher - Art of Graphic Design	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Rich, Christine	Teacher - Computer Technology	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 21, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (continued)</b>				
Runcie, Romy	Teacher	Jefferson	April 30, 2019	New Hire - Temporary 44920
Santiago, Joanna	Teacher - Business	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
Smith, Alexandra	Language Pathologist	Speech Department	April 9, 2019	New Hire - Temporary 44909
Vu, Minh T.	Teacher - Engineering	ROP	August 7, 2019 - May 29, 2020	Rehire - 44910
<b>RESIGNATION CHANGE IN DATE</b>				
Murphy, Ellery	Teacher	Century	From May 31, 2019 to April 26, 2019	
<b>CHANGE IN STATUS</b>				
Abney, Cliff	Teacher	Mendez	August 8, 2018	From Temporary 44920 to Probationary I
Meza, Diantoine	Teacher	Santa Ana	April 1, 2019	From 44911 to Probationary I
<b>LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>				
Pena Munoz, Nidia	Teacher	Segerstrom	August 7, 2019 - May 29, 2020	

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 21, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>LEAVE (21 duty days or more) - Without Pay and Without Benefits (continued)</b>				
Thahab, Fabiola	Teacher	MacArthur	August 7, 2019 - May 29, 2020	
Wenkart, Patricia	Speech and Language Pathologist	Speech Department	August 7, 2019 - May 29, 2020	
<b>GRADE LEVEL LEADS 18-19</b>				
Apodaca, Lidia				
Galvez, Olivia		Jefferson	2018-19	Sharing
Garcia, Nancy		Jefferson	2018-19	
Mada, Geetha		Jefferson	2018-19	
Mendoza, Maria		Jefferson	2018-19	
Morley, Dora		Jefferson	2018-19	
Paramo, Yoani		Jefferson	2018-19	
Pierson, John		Jefferson	2018-19	Sharing
<b>ELEMENTARY STUDENT GOVERNMENT/COUNSELOR ADVISOR 2018-19</b>				
Pollard, Kristine		Jefferson	2018-19	Sharing
Zavala-Venegas, Cristina		Jefferson	2018-19	Sharing
<b>SPRING SPORTS 2018-19</b>				
Espineli, Tabitha	Assistant Coach	Saddleback	2018-19	Swimming

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 21, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>SPRING SPORTS 2018-19 (continued)</b>				
McMullen, Carrie	Assistant Coach	Segerstrom	2018-19	Track
Wolfe, Michael	Assistant Coach	Segerstrom	2018-19	Track
<b>39-MONTH REEMPLOYMENT</b>				
La Voie, Yool	Teacher	Carr	April 19, 2019 - July 19, 2022	
<b>EXTRA DUTY 2018-19</b>				
Bonilla, Evelyn	Speech and Language Pathologist	Speech Department	June 3, 2019 - June 28, 2019	Preschool Assessment Team
Brooks, Cheryl	Speech and Language Pathologist	Speech Department	June 3, 2019 - June 28, 2019	Preschool Assessment Team
Castelazo, Cindy	Speech and Language Pathologist	Speech Department	June 3, 2019 - June 28, 2019	Preschool Assessment Team
Culkin, Leticia	Psychologist	Psychological Services	June 3, 2019 - June 30, 2019	Preschool Assessment Team
Dolan, Laura	Speech and Language Pathologist	Speech Department	June 3, 2019 - June 28, 2019	Preschool Assessment Team

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 21, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>EXTRA DUTY 2018-19 (continued)</b>				
Herrera-Duarte, Araceli	Psychologist	Psychological Services	June 3, 2019 - June 30, 2019	Preschool Assessment Team
Landrian, Ana	Teacher	Valley	January 28, 2019 - May 31, 2019	Extra Period
Miao, Glenda	Psychologist	Psychological Services	June 3, 2019 - June 30, 2019	Preschool Assessment Team
Parsel, Tori	Speech and Language Pathologist	Speech Department	June 3, 2019 - June 28, 2019	Preschool Assessment Team
Rezvani, Niloufar	Psychologist	Psychological Services	June 3, 2019 - June 30, 2019	Preschool Assessment Team
Thoms, Luz	Psychologist	Psychological Services	June 3, 2019 - June 30, 2019	Preschool Assessment Team
<b>EXTRA DUTY 2019-20</b>				
Bonilla, Evelyn	Speech and Language Pathologist	Speech Department	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Brooks, Cheryl	Speech and Language Pathologist	Speech Department	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Castelazo, Cindy	Speech and Language Pathologist	Speech Department	July 1, 2019 - July 11, 2019	Preschool Assessment Team

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>EXTRA DUTY 2019-20 (continued)</b>				
Culkin, Leticia	Psychologist Speech and Language Pathologist	Psychological Services	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Dolan, Laura	Psychologist	Speech Department	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Herrera-Duarte, Araceli	Psychologist	Psychological Services	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Miao, Glenda	Psychologist	Psychological Services	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Parsel, Tori	Speech and Language Pathologist	Speech Department	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Rezvani, Niloufar	Psychologist	Psychological Services	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Thoms, Luz	Psychologist	Psychological Services	July 1, 2019 - July 11, 2019	Preschool Assessment Team
<b>EXTENDED WORK YEAR 2018-19</b>				
Sanderson, Shawn	Speech and Language Pathologist	Speech Department	June 10, 2019	1 Additional Day



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>EXTENDED WORK YEAR 2019-20</b>				
Sanderson, Shawn	Speech and Language Pathologist	Speech Department	July 1, 2019 - July 12, 2019	9 Additional Days

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>RESIGNATION FOR PURPOSE OF RETIREMENT</b>				
Espinoza, Carmen	Student Support Paraprofessional Special Education	Jackson	May 30, 2019	
Hernandez, Gustavo	Custodian	Santa Ana	June 28, 2019	
Martinez, John	Senior Groundskeeper	Building Services	May 10, 2019	
Montejano, Vera	Food Service Supervisor High School	Godinez	May 30, 2019	
Patterson, Eva	Activity Monitor	Spurgeon	May 30, 2019	
Sanchez, Maria	Instructional Assistant Severely Disabled	Santa Ana	May 30, 2019	
Soc, Maria	Activity Monitor	King	April 8, 2019	
<b>RESIGNATIONS</b>				
Alvarado, Jessica	Student Support Paraprofessional Special Education	Santa Ana	March 22, 2019	
Bautista, Elizabeth	After School Instructional Provider	Thorpe	April 10, 2019	
Carrillo Meneses, Cristy	Site Coordinator	After School Programs	April 19, 2019	
Cendejas, James	District Safety Officer	McFadden	April 19, 2019	
Cuen, Christopher	Community Worker	Community Relations	May 3, 2019	
Flores, Asucena	Activity Monitor	Pio Pico	May 22, 2019	
Klioumis, Frantsesca	Instructional Assistant Severely Disabled	Adams	May 17, 2019	
Nordstrom, Katherine	Library Media Technician	Fremont	April 4, 2019	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>RESIGNATIONS (Continuation)</b>				
Peña Arias, Marisol	Community Worker	Community Relations	April 25, 2019	
Razzano, Sharese	Instructional Assistant Severely Disabled	Transition Programs	April 12, 2019	
Rubio, Maria	Activity Monitor	Pio Pico	April 12, 2019	Nutrition Services Sub.
Rumbo, Victoria	Activity Monitor	Muir	May 22, 2019	
Ventresca, Daniella	Instructional Assistant DHH	Taft	April 19, 2019	
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>				
Renteria, Maria	Nutrition Services Assistant	Godinez	April 18, 2019	
Sierra, Maria	Nutrition Services Assistant	Saddleback	April 10, 2019	
<b>ABSENCES (3 to 20 duty days) - Without Pay</b>				
Bruno, Rosa	Activity Monitor	Diamond	May 6, 2019 - May 31, 2019	Personal
Cortes, Emma	Activity Monitor	McFadden	May 14, 2019 - May 30, 2019	Personal
Gutierrez, Olga	Activity Monitor	Pio Pico	April 26, 2019 - May 17, 2019	Personal
Lopez, Gabriela	Student Support Paraprofessional Special Education	Romero-Cruz	May 6, 2019 - May 10, 2019	Personal

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>ABSENCES (3 to 20 duty days) - Without Pay (Continuation)</b>				
Lubetkin, Kate	Autism Paraprofessional	Jackson	May 3, 2019 - May 30, 2019	Personal
<b>LEAVES (21 duty days) - Without Pay</b>				
Han, David	Site Coordinator	Franklin	April 15, 2019 - May 30, 19	Personal
Rescalvo Vazquez, Norma	Nutrition Services Assistant	Nutrition Services	March 25, 2019 May 30, 2019	Personal
<b>MILITARY LEAVE</b>				
Martinez, Adrian	Alarm Monitor Dispatcher	School Police	April 12, 2019	
<b>PROBATIONARY APPOINTMENTS</b>				
Abarran, Andrea	Student Support Paraprofessional Special Education	Godinez	April 15, 2019	Grade/Step 19/1
Caceres, Jose	After School Instructional Provider	After School Programs	April 15, 2019	Grade/Step 16/1
Carter, Zachary	Instructional Assistant Severely Disabled	Century	May 1, 2019	Grade/Step 20/1
Chavarria-Ortiz, Luis	Lead Custodian	Building Services	May 22, 2019	Grade/Step 28/3 + Diff.

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>				
Cruz, Jocelyn	Instructional Assistant Severely Disabled	Kennedy	May 28, 2019	Grade/Step 20/1
Duenas, Evelyn	Instructional Assistant Severely Disabled	Century After School Programs	April 17, 2019	Grade/Step 20/1
Gil Moran, Jessica	After School Instructional Provider	After School Programs	April 29, 2019	Grade/Step 16/1
Granados, Juan	Instructional Assistant Severely Disabled	McFadden	April 17, 2019	Grade/Step 20/1
Hardwick, Dawn	Custodian	Building Services	May 10, 2019	Grade/Step 23/1
Loza, Gustavo	Custodian	Building Services	April 24, 2019	Grade/Step 23/1 + Diff.
Lucero, Erika	After School Instructional Provider	After School Programs	April 19, 2019	Grade/Step 16/1
Martinez, Guadalupe	Instructional Assistant Biliterate	Davis	May 1, 2019	Grade/Step 16/1
Mendez, Stephanie	Budget Technician	Budget Department	June 11, 2019	Grade/Step 39/1
Morales, Citlalli	After School Instructional Provider	After School Programs	May 1, 2019	Grade/Step 16/1
Morris, Lewston	Activity Monitor	Lorin Grisnet	April 16, 2019	Grade/Step 10/1
Nguyen, Phong	Programmer Analyst	TIS	May 10, 2019	Grade/Step 48/2
Quesada, Hiediliza	Site Clerk	Heroes	April 29, 2019	Grade/Step 24/1
Raphael Garcia, Patricia	Senior Facilities Planner	Facilities Department	June 10, 2019	Level/Step 30/1
Renteria, Jackqueline	Activity Monitor	Villa	April 15, 2019	Grade/Step 10/1
Rosales, Alfredo	Custodian	Building Services	May 22, 2019	Grade/Step 23/1 + Diff.

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>				
Saavedra-Valentin, Edgar	After School Instructional Provider	After School Programs	April 15, 2019	Grade/Step 16/1
Truong, Rick	Computer Technician I	Muir	April 29, 2019	Grade/Step 28/1
Ugalde, Jessica	After School Instructional Provider	After School Programs	April 22, 2019	Grade/Step 16/1
Villar, Priscilla	After School Instructional Provider	After School Programs	May 6, 2019	Grade/Step 16/1
Zuniga, Daisy	Instructional Assistant Severely Disabled	Greenville	April 15, 2019	Grade/Step 20/1
<b>PROMOTIONAL APPOINTMENTS</b>				
Burton Jr., Clyde	Locksmith II	Building Services	May 22, 2019	From Locksmith Grade/Step 34/6 to Grade/Step 38/5
Gallegos, Elizabeth	Personnel Technician	Human Resources	May 22, 2019	From Personnel Asst. Grade/Step 29/6 + Bil. to Grade/Step 32/6 + Bil.

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>PROMOTIONAL APPOINTMENTS (Continuation)</b>				
Gonzalez, Mayra	Administrative Secretary	K12 Teaching & Learning	May 10, 2019	From District Centrex Operator Grade/Step 20/2 to Grade/Step 30/1
Lopez, Evangelina	Administrative Secretary	Facilities Department	May 10, 2019	From Sch. Off. Mgr. Elem. Grade/Step 28/6 + Bil. to Grade/Step 30/6
Martinez, Araceli	Roving Lead Custodian	Building Services	May 22, 2019	From Custodian Grade/Step 23/3 + Diff. to Grade/Step 28/2 + Diff.
Mendoza, Jonathan	Roving Lead Custodian	Building Services	May 22, 2019	From Custodian Grade/Step 23/5 + Diff. to Grade/Step 28/4 + Diff.

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>PROMOTIONAL APPOINTMENTS (Continuation)</b>				
Tran, Trang	Facilities Accountant	Facilities Department	May 22, 2019	From Budget Tech. Grade/Step 39/4 Confidential to Level/Step 19/1
Vega, Christopher	Risk Management Technician	Risk Management	May 10, 2019	From Fd. Svc. Prod. Spvr. Grade/Step 31/3 to Grade/Step 33/4
<b>REASSIGNMENTS (Change of work site)</b>				
Baca Blancas, Hector	After School Instructional Provider	Carver	April 22, 2019	From Itinerant
Bermudez, Monica	After School Instructional Provider	MacArthur	April 22, 2019	From Lincoln
Chavez, Karina	After School Instructional Provider	King	April 22, 2019	From Itinerant
Corro, Leslie	After School Instructional Provider	King	April 24, 2019	From Itinerant
Hernandez Ramos, Ana	After School Instructional Provider	Mendez	April 8, 2019	From McFadden
Lezama, Maria	After School Instructional Provider	Hoover	April 15, 2019	From Itinerant
Montes, Jonathan	After School Instructional Provider	Hoover	April 8, 2019	From Itinerant
Morales, Monica	After School Instructional Provider	McFadden	April 25, 2019	From Itinerant
Morales Jeromino, Claudia	After School Instructional Provider	Edison	April 8, 2019	From Itinerant
Muñoz, Leslie	After School Instructional Provider	Walker	April 25, 2019	From Itinerant
Sanchez, Gloria	After School Instructional Provider	Romero-Cruz	April 22, 2019	From Itinerant
Serrato, Evangelina	Registrar Intermediate	McFadden	May 1, 2019	From Santa Ana



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>REASSIGNMENTS (Change of work site) (Continuation)</b>				
Vargas, Charleen	After School Instructional Provider	Madison	April 22, 2019	From Itinerant
<b>SALARY ADJUSTMENT</b>				
Grimshaw, Daniel	Alarm Monitor Dispatcher	School Police Services	February 27, 2019	From Grade/Step 22/1 to Grade/Step 22/3
<b>TEMPORARY ASSIGNMENTS</b>				
Alegria, Milagro	Site Coordinator	After School Programs	April 19, 2019 - May 30, 2019	\$25.50 hourly rate
Allen, Brian	Interim Director of Building Services	Building Services	April 15, 2019 - May 15, 2019	Level/Step 52/1
Cevallos, Guadalupe	Student Support Paraprofessional Special Education	Sierra	February 4, 2019 - March 7, 2019	Grade/Step 19/6
Flores, Francisca	Site Coordinator	After School Programs	May 6, 2019 May 30, 2019	\$25.50 hourly rate
Giron de Castro, Julia	Roving Lead Custodian	District Office/Villa	April 10, 2019 - April 16, 2019	Grade/Step 28/2 + Diff.
Goddard, Joshua	Acting Director of Food Services	Nutrition Services	June 5, 2018 - June 28, 2019	Level 44/1
Gomez, Veronica	Site Coordinator	After School Programs	April 8, 2019 - May 30, 2019	\$25.50 hourly rate

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>TEMPORARY ASSIGNMENTS (Continuation)</b>				
Gonzaga, Eric	Plant Custodian Intermediate	Spurgeon	April 3, 2019 - April 5, 2019	Grade/Step 32/1
Kutyas, Andrea	Site Coordinator	After School Programs	April 23, 2019 - April 26, 2019	\$25.50 hourly rate
Leyva, Cynthia	Site Coordinator	After School Programs	April 19, 2019 - April 23, 2019	\$25.50 hourly rate
Mendoza, Esther	Administrative Secretary HR	Human Resources	April 1, 2019 - April 30, 2019	Grade/Step 31/6 + Bil.
Viramontes, Esteban	Maintenance Worker II	Building Services	May 1, 2019 - June 28, 2019	Grade/Step 30/5
<b>HOURLY APPOINTMENTS</b>				
Angulo, Dianna	Instructional Assistant Provider	Segerstrom	April 10, 2019	Grade/Step 16/1
Barajas, Karen	Instructional Assistant Provider	Santa Ana	April 17, 2019	Grade/Step 16/1
De Real, Nathaly	Instructional Assistant Provider	Godinez	April 15, 2019	Grade/Step 16/1
Del Rio, Jasmine	Instructional Assistant Provider	Santa Ana	April 11, 2019	Grade/Step 16/1
Diaz, Jefe	Instructional Assistant Provider	Godinez	April 17, 2019	Grade/Step 16/1
Flores, Irma	Instructional Assistant Provider	Segerstrom	April 24, 2019	Grade/Step 16/1
Martinez, Michael	Instructional Assistant Provider	Deputy Superintendents Office	April 15, 2019	Grade/Step 16/1
Tlaxcalteca, Kevin	Instructional Assistant Provider	Segerstrom	April 15, 2019	Grade/Step 16/1
Zepeda Saldana, Ernesto	Instructional Assistant Provider	Santa Ana	April 26, 2019	Grade/Step 16/1

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUBSTITUTES</b>				
Arellano, Eric	Custodian		April 24, 2019	Grade/Step 23/1
Frausto, Jose	District Safety Officer		April 24, 2019	Grade/Step 31/1
Gonzalez, Nelson	Custodian		April 24, 2019	Grade/Step 23/1
Guerrero, Manuel	Custodian		April 24, 2019	Grade/Step 23/1
Jimenez, Marcos	District Safety Officer		April 24, 2019	Grade/Step 23/1
Lane, Willie	Custodian		April 24, 2019	Grade/Step 31/1
Macik, Justin	Custodian		April 24, 2019	Grade/Step 23/1
Perez, Rigoberto	Custodian		April 24, 2019	Grade/Step 23/1
Ponce, César	District Safety Officer		April 24, 2019	Grade/Step 31/1
Ruiz, Melissa	Custodian		April 29, 2019	Grade/Step 23/1
Terrones, Reginald	Custodian		April 24, 2019	Grade/Step 23/1
<b>ATHLETIC SPECIALIST</b>				
Alaman Jr., Alvin	Assistant Spring Football Coach	Godinez	May 13, 2019	\$28.60
Alaman Jr., Alvin	Assistant Track Coach	Godinez	February 4, 2019	\$22.88
Aldaco, Rafael	Assistant Volleyball Coach	Santa Ana	February 4, 2019	\$22.88
Alonzo, Ben	Assistant Softball Coach	Segerstrom	January 28, 2019	\$22.88
Avalos, Raymond	Assistant Football Coach	Segerstrom	May 13, 2019	\$28.60
Brown, Lawrence	Assistant Track Coach	Segerstrom	February 4, 2019	\$22.88
Cañas, Dennis	Head Track Coach	Saddleback	February 4, 2019	\$28.60
Carmona, Ramon	Assistant Spring Football Coach	Godinez	May 13, 2019	\$28.60
Carnegie, Paul	Assistant Spring Football Coach	Saddleback	May 13, 2019	\$28.60
Castellanos, Clarissa	Assistant Softball Coach	Godinez	January 28, 2019	\$22.88
Castro, Thomas	Assistant Track Coach	Santa Ana	February 4, 2019	\$22.88

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>ATHLETIC SPECIALIST (Continuation)</b>				
Contreras, Andres	Assistant Tennis Coach	Santa Ana	February 4, 2019	\$22.88
Cruz, Joel	Assistant Track Coach	Santa Ana	February 4, 2019	\$22.88
Cruz, Maer	Head Waterpolo Coach	Santa Ana	February 4, 2019	\$28.60
Davalos, Lizzeth	Assistant Softball Coach	Godinez	January 28, 2019	\$22.88
Duenas, Evelyn	Assistant Softball Coach	Godinez	January 28, 2019	\$22.88
Flores, Pablo	Assistant Track Coach	Segerstrom	February 4, 2019	\$22.88
Garcia, Alexis	Assistant Swim Coach	Santa Ana	February 25, 2019	\$22.88
Garcia, Marco	Assistant Track Coach	Saddleback	February 14, 2019	\$22.88
Gentry, Damien	Assistant Spring Football Coach	Century	May 13, 2019	\$28.60
Gutierrez, Alex	Assistant Track Coach	Godinez	February 4, 2019	\$22.88
Hernandez, Sebastian	Head Spring Football Coach	Godinez	May 13, 2019	\$34.32
King, Travis	Assistant Swim Coach	Godinez	March 13, 2019	\$22.88
Landeros, Elias	Assistant Baseball Coach	Segerstrom	January 28, 2019	\$22.88
Logue, William	Assistant Volleyball Coach	Godinez	February 4, 2019	\$22.88
Macias, Alfredo	Assistant Spring Football	Segerstrom	May 13, 2019	\$28.60
Madrid, Nicholas	Assistant Baseball Coach	Segerstrom	January 28, 2019	\$22.88
Madrigal, Colby	Head Lacrosse Coach	Segerstrom	February 18, 2019	\$28.60
Martinez, Max	Head Baseball Coach	Saddleback	January 28, 2019	\$28.60
Mateo, Patricia	Assistant Track Coach	Santa Ana	February 4, 2019	\$22.88
Matias, Uriel	Assistant Track Coach	Saddleback	February 4, 2019	\$22.88
Mazariegos, Melissa	Assistant Lacrosse Coach	Segerstrom	February 18, 2019	\$22.88
McCann, Bethann	Assistant Softball Coach	Santa Ana	January 28, 2019	\$22.88
McKinley, Justin	Assistant Track Coach	Santa Ana	February 4, 2019	\$22.88
Medina, Edward	Head Softball Coach	Godinez	January 28, 2019	\$28.60
Medina, Jose	Assistant Volleyball Coach	Saddleback	February 4, 2019	\$22.88

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>ATHLETIC SPECIALIST (Continuation)</b>				
Mendez, Jared	Assistant Spring Football Coach	Saddleback	May 13, 2019	\$28.60
Molina, Eliasar	Assistant Track Coach	Saddleback	February 4, 2019	\$22.88
Muñoz, Jorge	Assistant Spring Football Coach	Saddleback	May 13, 2019	\$28.60
Nava, Carlos	Assistant Track Coach	Santa Ana	February 4, 2019	\$22.88
Nguyen, Tuyetmai	Assistant Track Coach	Santa Ana	February 4, 2019	\$22.88
Orosco, Bernardo	Assistant Volleyball Coach	Godinez	February 4, 2019	\$22.88
Nuñez, Daniel	Assistant Baseball Coach	Saddleback	January 28, 2019	\$22.88
Peñaloza, Jose	Assistant Track Coach	Godinez	February 4, 2019	\$22.88
Perez, Enzo	Assistant Baseball Coach	Santa Ana	March 5, 2019	\$22.88
Perkins, Alexandra	Head Coach Softball Coach	Saddleback	January 28, 2019	\$28.60
Perkins, David	Assistant Softball Coach	Saddleback	January 30, 2019	\$22.88
Peterson, Lance	Assistant Track Coach	Saddleback	February 4, 2019	\$22.88
Poploskie, Benjamin	Assistant Lacrosse Coach	Segerstrom	February 18, 2019	\$22.88
Ramires, Enrique	Assistant Track Coach	Segerstrom	February 4, 2019	\$22.88
Ramirez, Erasmo	Head Baseball Coach	Segerstrom	January 28, 2019	\$28.60
Ramirez, Ivan	Assistant Baseball Coach	Segerstrom	January 28, 2019	\$22.88
Ramirez, Rolando	Assistant Baseball Coach	Godinez	January 28, 2019	\$22.88
Razo, Jesus	Head Volleyball Coach	Santa Ana	February 4, 2019	\$28.60
Reyes, Eduardo	Head Tennis Coach	Santa Ana	February 4, 2019	\$28.60
Rodriguez, Albert	Assistant Spring Football Coach	Santa Ana	May 13, 2019	\$28.60
Rodriguez, Jose	Assistant Track Coach	Segerstrom	February 4, 2019	\$22.88
Rosure, Marietomi	Assistant Volleyball Coach	Segerstrom	February 4, 2019	\$22.88
Shigekawa, Dylan	Assistant Volleyball Coach	Segerstrom	February 4, 2019	\$22.88
Sok, Johnny	Head Volleyball Coach	Godinez	February 4, 2019	\$28.60
Silva, David	Assistant Baseball Coach	Santa Ana	March 18, 2019	\$22.88

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 21, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>ATHLETIC SPECIALIST (Continuation)</b>				
Silva, David	Head Baseball Coach	Santa Ana	March 18, 2019	\$28.60
Smith, Timothy	Assistant Spring Football Coach	Santa Ana	May 13, 2019	\$28.60
Stephens Jr., Frank	Assistant Football Coach	Segerstrom	May 13, 2019	\$28.60
Storay, Dwight	Assistant Spring Football Coach	Godinez	May 13, 2019	\$28.60
Teran, Diego	Assistant Tennis Coach	Santa Ana	February 4, 2019	\$22.88
Tran, Joseph	Assistant Lacrosse Coach	Segerstrom	February 18, 2019	\$22.88
Trinh, Daniel	Assistant Tennis Coach	Segerstrom	February 4, 2019	\$22.88
Truong, Hai	Assistant Volleyball Coach	Saddleback	February 4, 2019	\$22.88
Uresti, Hector	Assistant Spring Football Coach	Santa Ana	May 13, 2019	\$28.60
Uresti, Hector	Assistant Track Coach	Santa Ana	February 4, 2019	\$22.88
Urostigui-Vazquez, Jaime	Assistant Track Coach	Godinez	February 4, 2019	\$22.88
Valdez, Gavriela	Assistant Track Coach	Godinez	February 4, 2019	\$22.88
Varela, Michael	Head Swim Coach	Segerstrom	February 4, 2019	\$28.60
Velarde, Mark	Assistant Baseball Coach	Saddleback	January 28, 2019	\$22.88
Witte, Jerry	Assistant Spring Football Coach	Saddleback	May 13, 2019	\$28.60
Wright, John	Assistant Swim Coach	Godinez	February 4, 2019	\$22.88
Wright, John	Head Swim Coach	Godinez	February 4, 2019	\$28.60
Woo, Nathaniel	Assistant Volleyball Coach	Segerstrom	February 4, 2019	\$22.88
<b>EXTRA DUTY</b>				
Castro, Tanjay	Physical Therapist	Special Education	June 3, 2019 - June 28, 2019	\$53.09

1  
2 RESOLUTION NO. 18/19-3292

3 BOARD OF EDUCATION

4 SANTA ANA UNIFIED SCHOOL DISTRICT

5 ORANGE COUNTY, CALIFORNIA

6  
7 Establish Education Protection Account  
8 for Santa Ana Unified School District  
9

10 WHEREAS, the voters approved Proposition 30 on November 6, 2012;

11  
12 WHEREAS, Proposition 30 added Article XIII, Section 36 to the California  
13 Constitution effective November 7, 2012;

14  
15 WHEREAS, the voters approved Proposition 55 on November 8, 2016, which  
16 extended the Proposition 30 temporary income tax increase on high income earners  
17 by twelve years through 2030;

18  
19 WHEREAS, the provisions of Article XIII, Section 36(e) create in the state  
20 General Fund an Education Protection Account to receive and disburse the revenues  
21 derived from the incremental increases in taxes imposed by Article XIII, Section  
22 36(f);

23  
24 WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall  
25 estimate the total amount of additional revenues, less refunds that will be  
26 derived from the incremental increases in tax rates made pursuant to Article  
27 XIII, Section 36(f) that will be available for transfer into the Education  
28 Protection Account during the next fiscal year;

29  
30 WHEREAS, if the sum determined by the State Controller is positive, the  
31 State Controller shall transfer the amount calculated into the Education  
32 Protection Account within ten days preceding the end of the fiscal year;

33  
34 WHEREAS, all monies in the Education Protection Account are hereby  
35 continuously appropriated for the support of school districts, county offices of  
36 education, charter schools and community college districts;

38 WHEREAS, monies deposited in the Education Protection Account shall not be  
39 used to pay any costs incurred by the Legislature, the Governor or any agency of  
40 state government;

41  
42 WHEREAS, a community college district, county office of education, school  
43 district, or charter school shall have the sole authority to determine how the  
44 monies received from the Education Protection Account are spent in the school or  
45 schools within its jurisdiction;

46  
47 WHEREAS, the governing board of the district shall make the spending  
48 determinations with respect to monies received from the Education Protection  
49 Account in open session of a public meeting of the governing board;

50  
51 WHEREAS, the monies received from the Education Protection Account shall not  
52 be used for salaries or benefits for administrators or any other administrative  
53 cost;

54  
55 WHEREAS, each community college district, county office of education, school  
56 district and charter school shall annually publish on its Internet website an  
57 accounting of how much money was received from the Education Protection Account  
58 and how that money was spent;

59  
60 WHEREAS, the annual independent financial and compliance audit required of  
61 community college districts, county offices of education, school districts and  
62 charter schools shall ascertain and verify whether the funds provided from the  
63 Education Protection Account have been properly disbursed and expended as  
64 required by Article XIII, Section 36 of the California Constitution;

65  
66 WHEREAS, expenses incurred by community college districts, county offices of  
67 education, school districts and charter schools to comply with the additional  
68 audit requirements of Article XIII, Section 36 may be paid with funding from the  
69 Education Protection Act and shall not be considered administrative costs for  
70 purposes of Article XIII, Section 36.



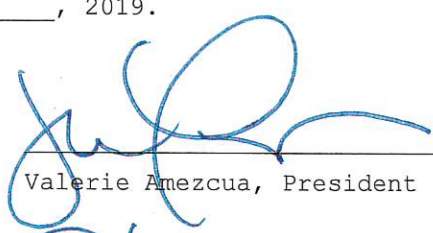
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113


NOW, THEREFORE, IT IS HEREBY RESOLVED:

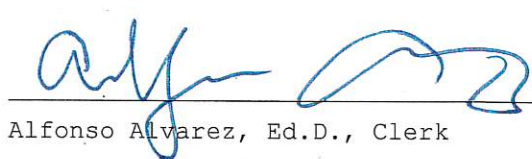
1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Santa Ana Unified School District;

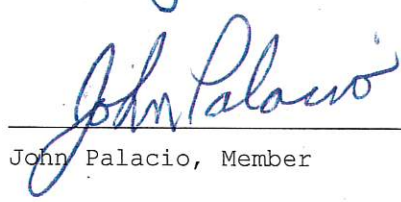
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Ana Unified School District has determined to spend the monies received from the Education Protection Act as attached.

Date: May 21, 2019.

  
\_\_\_\_\_  
Valerie Amezcua, President

  
\_\_\_\_\_  
Rigo Rodriguez, Ph.D., Vice President

  
\_\_\_\_\_  
Alfonso Alvarez, Ed.D., Clerk

  
\_\_\_\_\_  
John Palacio, Member

1  
2 RESOLUTION NO. 18/19-3293  
3 BOARD OF EDUCATION  
4 SANTA ANA UNIFIED SCHOOL DISTRICT  
5 ORANGE COUNTY, CALIFORNIA  
6

7 Establish Education Protection Account  
8 for Advanced Learning Academy  
9

10 WHEREAS, the voters approved Proposition 30 on November 6, 2012;  
11

12 WHEREAS, Proposition 30 added Article XIII, Section 36 to the California  
13 Constitution effective November 7, 2012;  
14

15 WHEREAS, the voters approved Proposition 55 on November 8, 2016, which  
16 extended the Proposition 30 temporary income tax increase on high income earners  
17 by twelve years through 2030;  
18

19 WHEREAS, the provisions of Article XIII, Section 36(e) create in the state  
20 General Fund an Education Protection Account to receive and disburse the revenues  
21 derived from the incremental increases in taxes imposed by Article XIII, Section  
22 36(f);  
23

24 WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall  
25 estimate the total amount of additional revenues, less refunds that will be  
26 derived from the incremental increases in tax rates made pursuant to Article  
27 XIII, Section 36(f) that will be available for transfer into the Education  
28 Protection Account during the next fiscal year;  
29

30 WHEREAS, if the sum determined by the State Controller is positive, the  
31 State Controller shall transfer the amount calculated into the Education  
32 Protection Account within ten days preceding the end of the fiscal year;  
33

34 WHEREAS, all monies in the Education Protection Account are hereby  
35 continuously appropriated for the support of school districts, county offices of  
36 education, charter schools and community college districts;  
37

38 WHEREAS, monies deposited in the Education Protection Account shall not be  
39 used to pay any costs incurred by the Legislature, the Governor or any agency of  
40 state government;

41  
42 WHEREAS, a community college district, county office of education, school  
43 district, or charter school shall have the sole authority to determine how the  
44 monies received from the Education Protection Account are spent in the school or  
45 schools within its jurisdiction;

46  
47 WHEREAS, the governing board of the district shall make the spending  
48 determinations with respect to monies received from the Education Protection  
49 Account in open session of a public meeting of the governing board;

50  
51 WHEREAS, the monies received from the Education Protection Account shall not  
52 be used for salaries or benefits for administrators or any other administrative  
53 cost;

54  
55 WHEREAS, each community college district, county office of education, school  
56 district and charter school shall annually publish on its Internet website an  
57 accounting of how much money was received from the Education Protection Account  
58 and how that money was spent;

59  
60 WHEREAS, the annual independent financial and compliance audit required of  
61 community college districts, county offices of education, school districts and  
62 charter schools shall ascertain and verify whether the funds provided from the  
63 Education Protection Account have been properly disbursed and expended as  
64 required by Article XIII, Section 36 of the California Constitution;

65  
66 WHEREAS, expenses incurred by community college districts, county offices of  
67 education, school districts and charter schools to comply with the additional  
68 audit requirements of Article XIII, Section 36 may be paid with funding from the  
69 Education Protection Act and shall not be considered administrative costs for  
70 purposes of Article XIII, Section 36.


76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112


NOW, THEREFORE, IT IS HEREBY RESOLVED:

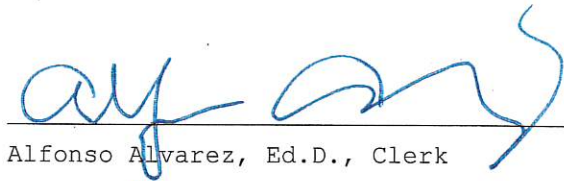
1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Santa Ana Unified School District;

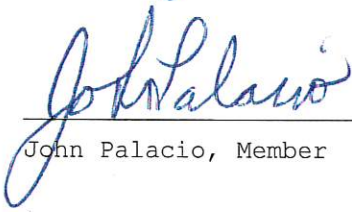
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Ana Unified School District has determined to spend the monies received from the Education Protection Act as attached.

Date: May 21, 2019.

  
\_\_\_\_\_  
Valerie Amezcua, President

  
\_\_\_\_\_  
Rigo Rodriguez, Ph.D., Vice President

  
\_\_\_\_\_  
Alfonso Alvarez, Ed.D., Clerk

  
\_\_\_\_\_  
John Palacio, Member



## SANTA ANA UNIFIED SCHOOL DISTRICT

### CHIEF TECHNOLOGY OFFICER

#### **JOB SUMMARY:**

Under the direction of the Deputy Superintendent of Administrative Services/Designee, plan, organize, control and direct Information Technology operations and activities including the planning, development, installation, operation, analysis, maintenance and repair of computer systems and related hardware, software, networks, databases and applications; coordinate and direct projects, personnel, communications, support services and information to meet District information technology needs and assure smooth and efficient Department activities;

#### **REPRESENTATIVE DUTIES:**

Plan, organize, control and direct Information Technology operations and activities including the planning, development, installation, operation, analysis, maintenance and repair of computer systems and related hardware, software, networks, databases and applications; establish and maintain Department time lines and priorities; assure related activities comply with established standards, requirements, laws, codes, regulations, policies and procedures. **E**

Coordinate and direct projects, personnel, communications, support services and information to meet District information technology needs including instruction, assessment, web publishing, student information systems and District-wide area and local network infrastructure; direct the planning, development and implementation of technology infrastructure, systems, projects, programs, services, goals and objectives; collaborate with departments, sites and divisions to assure optimal acquisition, installation, maintenance, utilization, repair and security of available technology. **E**

Supervise and evaluate the performance of assigned personnel; interview and make recommendations for hiring, transfer, reassignment, and discipline of employees; coordinate subordinate work assignments and review work to assure compliance with established standards, requirements and procedures; coordinate the planning and implementation of staff development and training programs related to information technology. **E**

Direct the development and acquisition of educational technology to assure proper integration with instructional activities and curriculum; monitor, analyze and adjust activities and systems in response to the technological needs of the District; provide leadership in strategic short and long-range technology planning, the development of information technology systems and educational technology applications, and the enhancement of academic and administrative computing, networking and user support in response to the needs of the District. **E**

Coordinate and direct user support and help desk functions; oversee and participate in technical assistance services concerning the operation of computer systems, hardware and software; respond to inquiries and provide technical information and training concerning related practices, requirements, procedures and malfunctions; provide specialized troubleshooting, determine type of request and provide solutions; direct the processing of and assure proper response to technology trouble tickets. **E**

## **CHIEF TECHNOLOGY OFFICER (CONTINUED)**

### **REPRESENTATIVE DUTIES: (Continued)**

Coordinate and direct user support and help desk functions; oversee and participate in technical assistance services concerning the operation of computer systems, hardware and software; respond to inquiries and provide technical information and training concerning related practices, requirements, procedures and malfunctions; provide specialized troubleshooting, determine type of request and provide solutions; direct the processing of and assure proper response to technology trouble tickets. **E**

Direct the installation, set-up and configuration of computer and network systems, hardware, software, servers, work station, printers, databases and applications; coordinate and direct the troubleshooting, diagnosis and repair of computer system, hardware, application, network and database errors and malfunctions; assure computer systems and networks are adequately protected against viruses; assure proper installation of server and work station hardware and software. **E**

Plan, organize, control and direct District technology functions to facilitate and enhance the collection, management, manipulation, reporting and distribution of computerized data used for analysis; coordinate and direct the development and design of computer database systems to meet the data processing needs of the District and improve and resolve problems with computerized reporting and record maintenance for instructional, assessment and administrative purposes. **E**

Direct the design, installation, operation, maintenance and repair of LAN's, WAN's and other network systems; direct and participate in network administration activities and assure proper network security and server maintenance; configure servers and networks to assure smooth and efficient functioning of computer systems; assure proper computing and network connectivity and communications between various instructional units, school sites and the District Office. **E**

Develop and implement functional specifications, standards, policies, procedures and requirements for hardware and software purchases and implementation; initiate system, hardware, multimedia and software purchases, upgrades and installations as appropriate; coordinate the selection of computer hardware, software and related technology for purchase; coordinate related purchasing activities with outside agencies. **E**

Identify technology for instructional and business application; work with grade level and subject matter teachers to integrate technology with instructional programs; design, develop and implement projects and systems involving instructional technology, network infrastructure and computer systems; estimate and assure adequate staff and resources required for technology needs and related projects; calculate and prepare cost estimates; determine system and equipment replacement needs. **E**

Monitor progress of technology projects; coordinate project activities and communications between administrators, staff, vendors, service providers, technology users, school sites and various outside agencies; inspect completed projects for accuracy, completeness and compliance with established specifications and requirements. **E**

## **CHIEF TECHNOLOGY OFFICER (CONTINUED)**

### **REPRESENTATIVE DUTIES: (Continued)**

Plan, organize, control and direct the research, collection, organization, analysis, preparation, processing, interpretation and reporting of District enrollment, testing and a variety of other student data; coordinate related computer operations and data processing functions; assume mandated student data reports are completed in compliance with established requirements. **E**

Develop and prepare the annual preliminary budget for the Information Technology department; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations; review, modify and approve technology purchase orders as directed; direct and assume effective and efficient disbursement of grant funds. **E**

Direct and participate in the preparation and maintenance of various records, files and reports related to technology projects, trouble tickets, servers, networks systems, financial activity, personnel and assigned duties. **E**

Provide technical information and assistance to the Superintendent and other administrators regarding Department projects, activities, needs and issues; assist in the formulation and development of policies, procedures and programs. **E**

Communicate with administrators, personnel and outside organizations to exchange information, coordinate activities and programs and resolve issues or concerns. **E**

Operate a variety of computers, servers, peripherals and specialized software; drive a vehicle to conduct work. **E**

Research, analyze and maintain current knowledge of new technologies to identify opportunities to enhance District operations and meet technology needs. **E**

Direct the development and maintenance of the District website; coordinate and participate in the updating of web pages and website content in response to District needs and requests. **E**

Coordinate, attend and conduct a variety of meetings; coordinate, chair and provide technical support and direction for various technology committees. **E**

Perform related duties as assigned. **E**

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Planning, organization and direction of Information Technology operations and activities including the planning, development, installation, operation, analysis, maintenance and repair of computer systems and related hardware, software, networks, databases and applications
- Computer systems, hardware, software, databases and applications utilized by the District.

## **CHIEF TECHNOLOGY OFFICER (CONTINUED)**

### **KNOWLEDGE AND ABILITIES: (Continued)**

#### Knowledge of: (continued)

- Practices, procedures and techniques involved in the design, set-up, development and modification of computer and network systems, web sites, hardware, software and applications.
- Principles, methods and procedures of operating computers, network systems and peripherals.
- Computerized data collection, management, manipulation and distribution requirements for analysis and reporting functions.
- Practices, procedures and techniques involved in the research, design, development and implementation of instructional technology, network infrastructure and computer systems. Technical aspects of researching, comparing and purchasing technology systems and equipment. System utilities and design and program applications.
- Database structures, on-line applications and system capabilities of District computer systems.
- Principles and techniques of systems and network analysis. District organization, operations, policies and objectives. Policies and objectives of assigned programs and activities. Applicable laws, codes, regulations, policies and procedures.
- Principles and practices of administration, supervision and training.
- Budget preparation and control.
- Interpersonal skills using tact, patience and courtesy.

#### Ability to:

- Plan, organize, control and direct Information Technology operations and activities including the planning, development, installation, operation, analysis, maintenance and repair of computer systems and related hardware, software, networks, databases and applications.
- Coordinate and direct projects, personnel, communications, support services and information to meet
- District information technology needs including instruction, assessment, web publishing, student information systems and District-wide area and local network infrastructure.
- Supervise and evaluate the performance of assigned personnel.
- Direct the planning, development and implementation of technology projects, plans, strategies, infrastructure, systems, programs, services, goals and objectives.
- Direct the design, set-up, development and modification of computer and network systems, web pages, hardware, software, databases and applications.
- Monitor, analyze, identify and adjust activities and systems in response to technology needs. Direct the development of educational technology to assure proper integration with instructional activities and curriculum.
- Communicate effectively both orally and in writing.



## **CHIEF TECHNOLOGY OFFICER (CONTINUED)**

### **KNOWLEDGE AND ABILITIES: (Continued)**

#### Ability to: (continued)

- Interpret, apply and explain laws, codes, rules, regulations, policies and procedures. Establish and maintain cooperative and effective working relationships with others. Operate a computer and assigned office equipment.
- Analyze situations accurately and adopt an effective course of action. Meet schedules and time lines.
- Work independently with little direction.
- Plan and organize work.
- Prepare comprehensive narrative and statistical reports.
- Direct the maintenance of a variety of reports, records and files related to assigned activities.

### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to: bachelor's degree in computer science or related field and five years increasingly responsible experience involving the development, operation, analysis, maintenance and repair of computer systems, hardware and software including two years in a supervisory capacity.

### **LICENSES AND OTHER REQUIREMENTS:**

- Valid California driver's license.

### **WORKING CONDITIONS:**

#### **Environment:**

- Office environment.
- Driving a vehicle to conduct work.

#### **Physical Abilities:**

- Dexterity of hands and fingers to operate a computer keyboard
- Hearing and speaking to exchange information.
- Seeing to view a computer monitor and read a variety of materials.
- Sitting for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds as assigned by the position.
- Bending at the waist, kneeling or crouching.

Reasonable accommodations may be made to enable a person with a disability to perform the essential functions of the job with or without reasonable accommodation.

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.2 Approval of Board President Valerie Amezcua's Attendance at Collaborative for Academic, Social, and Emotional Learning Exchange on October 2, 3, and 4, 2019 in Chicago, Illinois</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of Board President Valerie Amezcua's Attendance at Collaborative for Academic, Social, and Emotional Learning Exchange on October 2, 3, and 4, 2019 in Chicago, Illinois

**ITEM:** Consent

**SUBMITTED BY:** Stefanie P. Phillips, Ed.D., Superintendent

#### ITEM SUMMARY:

This national gathering is for all those seeking to understand, experience, and apply the latest developments in social and emotional learning.

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek approval for Board President Valerie Amezcua to attend the Collaborative for Academic, Social, and Emotional Learning (CASEL) Exchange, October 2, 3, and 4, 2019 in Chicago, Illinois.

#### RATIONALE:

The conference will help participants forge new alliances and gain new insights, empowering and inspiring their future efforts to ensure that education in America focuses on developing the whole child.

#### FUNDING:

General Fund: \$3,000

#### RECOMMENDATION:

Approve Board President Valerie Amezcua to attend the Collaborative for Academic, Social, and Emotional Learning Exchange October 2, 3, and 4, 2019 in Chicago, Illinois.

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.3 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
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.</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: \$34,513.55
- 2018-19 total donations to-date: \$189,533.20

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of gifts, grants, and bequests on behalf of school sites and the 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 of 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. At 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

1. Gift List 06.11.2019.pdf (122 KB)

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE – June 11, 2019

<b>School/Department:</b>	<b>Gift:</b>	<b>Amount:</b>	<b>Donor:</b>	<b>Used For:</b>
Heninger Elementary School		\$3,000.00	Capital Group Companies Global	Enrichment programs in the arts
Heroes Elementary School	Hydration Station	\$5,000.00	Orange County United Way	Student and staff use
Jefferson Elementary School		\$595.00	University of California, Irvine	Teacher professional library
King Elementary School		\$730.00	University of California, Irvine	School use as needed
Pio Pico Elementary School		\$580.00	University of California, Irvine	School use as needed
REACH Academy		\$1,000.00	California Casualty Management Co.	Supplies
Segerstrom High School		\$556.80	Parchment, Inc.	Instructional supplies
Segerstrom High School		\$2,072.75	Crystal Cove Conservancy	Instructional supplies
Washington Elementary School		\$679.00	Washington Parent Teacher Organization	Transportation for field trips
Santa Ana Unified School District		\$20,300.00	Long Family Foundation c/o Guaranty Chevrolet	2019 Chevy Sonic high school student perfect attendance incentive program

<b>June 11, 2019 Donations</b>		<b>\$34,513.55</b>		
<b>2018-19 Total Donations</b>		<b>\$189,533.20</b>		

**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.**

AJ:mo

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.4 Approval of SAUSD Parent and Family Engagement Policy for 2019-20 School Year</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	
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.</p> <p>ACTION 2.3 - Provide engagement opportunities for all stakeholders, including family and community, to District events (e.g. Annual Parent Conference, Open House, Back to School Nights, and School Choice Events).</p> <p>SERVICES 2.03002 Site Based Parent/Family Engagement</p>

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of SAUSD Parent and Family Engagement Policy for 2019-20 School Year

**ITEM:** Consent

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

**PREPARED BY:** Nuria Solis, Director, English Learner Programs & Student Achievement

#### ITEM SUMMARY:

- Required by ESSA for districts receiving Title I Funds
- Developed jointly with a committee of 12 parent representatives and approved by DAC/DELAC
- Represents a shift from parent involvement to parent engagement
- Proposed policy is for the 2019-20 school year

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Parent and Family Engagement Policy for the 2019-20 school year. Per the requirement of the Every Student Succeeds Act, ESSA (2015), Each LEA receiving Title I, Part A funding shall develop jointly with, agree on with, and distribute to, parents and family members of participating children, a written parent and family engagement policy. The local governing board shall adopt and implement a policy on parent and family engagement.

#### RATIONALE:

The SAUSD Parent and Family Engagement Policy is developed from a template provided by the California Department of Education that includes legal requirements that must be included in the policy. Using that template, a committee of staff members and parent representatives makes recommendations and updates to the policy to reflect the current parent engagement practices and philosophies.

#### FUNDING:

No Fiscal Impact

#### RECOMMENDATION:

Approve the SAUSD Parent and Family Engagement Policy for the 2019-20 school year.

File Attachments  
Information- Parent Engagement Policy.pdf (239 KB)

Title I LEA-Level Parent and Family Engagement Policy  
Santa Ana Unified School District

**1.0 The local governing board shall adopt and implement a policy on parent and family engagement. (California *Education Code [EC]* sections [§§] 11500-11504, 51101[b]; 20 United States Code [U.S.C.] § 6318[a][2])**

**1.1 Santa Ana Unified School District (SAUSD) has developed a written Title I parent and family engagement policy with input from parents and family members of participating children.** Through a special committee meeting, the Parent Engagement Policy is reviewed and revised annually and approved by the general DELAC membership. **The LEA (SAUSD) has distributed the policy to parents and family members of children served under Title I, Part A.** The Parent Engagement Policy will be posted on the District website available for public viewing and distributed to the general DELAC membership. At site level parent meetings, a flyer with link to access policy will be distributed. (20 U.S.C. § 6318[a][2])

**To involve parents and family members in the Title I program at SAUSD, the following practices have been established:**

- a) **SAUSD incorporates the parent and family engagement policy into the district's plan. (20 U.S.C. § 6318[a][2])**
  - i. Invite input on the SAUSD plan from other district committees, like but not limited to DAC/DELAC and school site councils
  - ii. Communicate with parents/guardians/families through web site, or other methods regarding the SAUSD plan and the opportunity to provide input.
- b) **SAUSD involves parents and family members in the joint development of the local educational agency planning efforts and in the process of school review and improvement. (20 U.S.C. § 6318[a][2][A])**
  - i. Ensure school-level policies on parent and family engagement address the role of school site councils and other parents/guardians/families as appropriate in the development and review of school plans
  - ii. Through district and site level LCAP stakeholder meetings, parents/guardians/families are jointly involved in the review and provide input on the district's plan for improvement.
- c) **SAUSD provides coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance. (20 U.S.C. § 6318[a][2][B])**
  - i. Provide training for the principal or designee of each participating school regarding Title I requirements for parent and family engagement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of parent involvement activities.



- ii. Provide ongoing district-level workshops to assist school site staff and families in planning and implementing improvement strategies, and seek input from parents/ guardians/families in developing the workshops
  - iii. Provide information to schools about the indicators and assessment tools which will be used to monitor progress and inform parents and families of English Learners about the reclassification process and district criteria
- d) SAUSD coordinates and integrates Title I, Part A parent and family engagement strategies with parent and family engagement strategies, to the extent feasible and appropriate, with other relevant Federal, State, and local laws and programs. (20 U.S.C. § 6318[a][2][C])**
- i. Engage district and school site representatives from other programs to assist in identifying specific population needs (Title I, Part A).
  - ii. Schedule joint meetings with representatives from related programs and share data and information across programs
  - iii. Develop a cohesive, coordinated plan focused on student needs and shared goals
- e) SAUSD conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served under Title I, Part A. (20 U.S.C. § 6318[a][2][D])**
- i. Ensure the evaluation includes the identification of barriers to greater participation in parent and family engagement activities, with particular attention to parents/guardians/families who are economically disadvantaged, disabled, limited English proficiency, limited literacy, or are of any racial or ethnic minority background
  - ii. Use the evaluation results to design strategies for more effective family engagement and, if necessary, to recommend changes in the parent family engagement policy

**SAUSD identifies the following:**

- 1. Barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). (20 U.S.C. § 6318[a][2][D][i])**

- i. To the extent possible, provide translation services in schools and at meetings for parents / guardians / family members to participate, when necessary.

ii. Ensure that information related to school and parent / guardian / family programs, meetings, and other activities is sent to parents / guardians / family members in a format and-where feasible-in a language that parents / guardians / family members can understand.

**2. The needs of parents and family members so that they may assist with the learning of their children, including engaging with school personnel and teachers. (20 U.S.C. § 6318[a][2][D][ii])**

i. Assist parents/guardians/families in understanding such topics as the State's Standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

ii. Provide materials and training to help parents/guardians/families work with their children to improve achievement, such as literacy training and using technology, as appropriate, to foster parent involvement.

iii. Inform parents/guardians/families of information, resource, and support to students and families. Make referrals to community agencies and organizations offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families.

**3. Strategies to support successful school and family interactions. (20 U.S.C. § 6318[a][2][D][iii])**

i. Support teachers, principals, and other staff in how to effectively collaborate and communication with parents/guardians as equal partners in their child's education

ii. Ensure information related to school and parent/guardian/families' programs, meetings, and other activities is sent to parents/guardians/families of participating students in a format and to the extent feasible, in a language parents/guardian can understand

iii. Arrange school meetings at a variety of times or when parents/guardians are able to attend such conferences

**f. SAUSD uses the findings of such evaluation in subparagraph (e) to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policy. (20 U.S.C. § 6318[a][2][E])**

i. Assess the district's progress in meeting annual objectives for the parent and family engagement program, notify parents/guardians/families of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians/families upon their request.

**g. SAUSD involves parents in activities of schools served under Title I, Part A to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy. (20 U.S.C. § 6318[a][2][F])**

- i. Include information about school activities in district communications to parents/guardians/families
- ii. To the extent feasible, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians/families with special needs
- iii. Establish processes to encourage parent/guardian/families input regarding their expectations and concerns for their children

**1.2 SAUSD's policy on parent and family engagement for all schools (including Title I and non-Title I) in the LEA shall be consistent with the goals and purposes listed below. (EC §§ 11502, 11504, 11506)**

**a) Engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society. (EC § 11502[a])**

- i. Provide materials, resources, and training to help parents / guardians families work with students to improve performance and foster parent / guardian / family liaison.

**b) Inform parents and family members that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home. (EC § 11502[b])**

- i. District and site level meetings will be used to inform parents and family members of techniques that will be used to improve their student academic success.

**c) Build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities. (EC § 11502[c])**

- i. Through trainings and monthly meetings, site staff will be trained on effective techniques to ensure that parents and families can support their children in classroom learning activities.

**d) Train teachers and administrators to communicate effectively with parents. (EC § 11502[d])**

- i. Train teachers, principals, and other staff in how to effectively collaborate and communication with parents/guardians as equal partners in their child's education

**e) Integrate parent involvement programs into the school’s master plan for academic accountability. (EC § 11502[e])**

- i. Through the School Site Council, an assessment of parent needs to improve student academic outcomes takes place annually to determine which parent programs are needed at the school site to support student academic success.

**1.3 The LEA receiving more than \$500,000 in Title I, Part A funds reserves at least one percent of its allocation to carry out parent and family engagement activities. (20 U.S.C. § 6318[a][3][A])**

- i. SAUSD reserves at least one percent of its allocation to carry out parent and family engagement activities.

**1.4 Parents and family members of children receiving Title I, Part A services are involved in the decisions regarding how funds reserved are allotted for parental involvement activities. (20 U.S.C. § 6318[a][3][B])**

- i. Through LCAP stakeholder meetings and DAC/DELAC membership meetings, parents are involved and have a voice in the decision-making process about the parental involvement activities.

**1.5 Not less than 90 percent of the funds reserved are distributed to schools served with priority given to high-need schools. (20 U.S.C. § 6318[a][3][C])**

- i. Funds are distributed based on a formula that identifies high need schools.

**1.6 Funds reserved by an LEA are used to carry out activities and strategies consistent with the LEA’s parent and family engagement policy, including not less than one of the following: (20 U.S.C. § 6318[a][3][D])**

**a) Supporting schools and nonprofit organizations in providing professional development for LEA and school personnel regarding parent and family engagement strategies. (20 U.S.C. § 6318[a][3][D][i])**

- i. Using the SAUSD family and community engagement matrix, support schools and non-profit organizations in the provision of professional development for SAUSD and school staff regarding parent, family and community engagement strategies.

**b) Supporting programs that reach parents and family members at home, in the community, and at school. (20 U.S.C. § 6318[a][3][D][ii])**

- i. Through the SAUSD family and community engagement practice, create engagement between families, the community and the school that reflects the needs of each community to build capacity and provide resources that support parents, guardians and families with the socio-emotional and academic development of the students according to the SAUSD matrix of families and community engagement.

- c) **Disseminating information on best practices focused on parent and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members. (20 U.S.C. § 6318[a][3][D][iii])**
  - i. Create and disseminate a community calendar with a list of services, resources and learning opportunities focused on the engagement of families and community.
- d) **Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement. (20 U.S.C. § 6318[a][3][D][iv])**
  - i. Through the practice of family and community engagement, collaborate with community organizations and other organizations or employers with a history of success in improving and increasing the engagement of parents and families.
- e) **Engaging in any other activities and strategies that the LEA determines are appropriate and consistent with the parent and family engagement policy. (20 U.S.C. § 6318[a][3][D][v])**
  - i. SAUSD continues to increase its practice of engagement with parents and families through continuous reflection and evaluation of the specific needs of each school community.

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.5 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</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
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.</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.</p> <p>SERVICES 3.05005 Restorative practices</p>

### AGENDA ITEM BACKUP SHEET

**TITLE:** 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.

**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: 1
- Eligible to reapply: 06/11/20
- Placement: 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.

SL:sz

**File Attachments**  
Expulsions June 11 2019.pdf (157 KB)



# Santa Ana Unified School District

## Pupil Support Services/School Climate

### Recommendations for Expulsion(s)

Board Meeting: 06/11/2019

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1.	371457	Villa/8	C	2A	REACH	06/11/20

#### 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)



## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.6 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</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	Yes
Dollar Amount	\$31,540.00
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.</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:**

- 4 field trips for approval
- Schools requesting: Saddleback and Segerstrom
- 73 students in total
- 7 certificated and 8 classified chaperones in total (At least 1 certificated staff member is assigned to each field trip per BP)
- 31,540 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 over night.

**RATIONALE:**

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

**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 – Extended School-Sponsored Trips.

SL:sz

**File Attachments**

[FT List June 11 2019.pdf \(119 KB\)](#)

[FT Summaries June 11 2019.pdf \(203 KB\)](#)

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - June 11, 2019

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 14-15, 2019 (Friday - Saturday)	Segerstrom High School Football Trip Paso Robles High School Paso Robles, CA	\$65 per student (s) (cost paid by Booster)	40	5
June 22-23, 2019 (Saturday - Sunday)	Saddleback High School UCSB Women's Basketball Camp University of California, Santa Barbara Santa Barbara, CA	\$85 per student (s) (cost paid by donations & fundraising)	12	2
June 24-29, 2019 (Monday - Saturday)	Segerstrom High School 76th Annual Girls State Leadership Conference McKenna College Claremont, CA	\$425 per student (s) (cost paid by ASB)	1	1 (Leadership supervisor)
July 29-August 5, 2019 (Monday - Monday)	Segerstrom High School Cross Country Training Camp Mammoth Sierra Townhomes Mammoth, CA	\$500 per student (s) (cost paid by donations & fundraising)	20	7

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

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Segerstrom High School students to participate in the Football Tournament at Paso Robles High School in Paso Robles, CA on June 14-15, 2019.
- OVERVIEW:** Segerstrom High School is requesting approval for their students to participate in the Football Tournament in Paso Robles, CA.
- RATIONALE:** Segerstrom High School will participate in a football tournament with their skilled football players. Players will learn how to apply defensive schemes in order to be successful on defense. Offensively they will learn to reinforce their game plan to better move the ball. This trip will build a strong team bond and allow Segerstrom athletes to compete against other districts. As a result of this tournament the students will grow as players and have a better overall football ability.
- PARTICIPANTS:** 40 students and 5 chaperones (2 certificate and 3 classified)
- COSTS:** \$65 per student - To include lodging, meals, and transportation
- \*FUNDING:** Cost paid by Booster funds
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School students to participate in the Football Tournament at Paso Robles High School in Paso Robles, CA on June 14-15, 2019.

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for Saddleback High School students to participate in the UCSB Women's Basketball Camp at the University of California, Santa Barbara in Claremont, CA on June 22-23, 2019.
<b><u>OVERVIEW:</u></b>	Saddleback High School is requesting approval for their students to attend the UCSB Women's Basketball Camp in Santa Barbara, CA.
<b><u>RATIONALE:</u></b>	As an educational institution we are continuously seeking ways in which we can provide our students with skills and knowledge needed to be successful into their post high school lives. Although we tend to separate academics and athletics in our school settings, each is actually two sides of the same coin. While academics teach the hard skills, athletics give students the means to be introduced to and practice the soft skills that are so valuable in the workplace. Our girls will have the opportunity to learn and practice communication, leadership, team-working, and problem-solving skills.
<b><u>PARTICIPANTS:</u></b>	12 students and 2 chaperones (1 certificated and 1 classified)
<b><u>COSTS:</u></b>	\$85 per student - To include lodging, meals, and transportation
<b><u>*FUNDING:</u></b>	Cost paid by donations and fundraising
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for Saddleback High School students to participate in the UCSB Women's Basketball Camp at the University of California, Santa Barbara in Claremont, CA on June 22-23, 2019.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for a Segerstrom High School student to attend the 76th Annual Girls State Leadership Conference at McKenna College in Claremont, CA on June 24-29, 2019.

**OVERVIEW:** Segerstrom High School is requesting approval for one student to attend the 76th Annual Girls State Leadership Conference in Claremont, CA.

**RATIONALE:** For 76 years, girls have traveled to Girls State each summer, in every state, to learn not only about the structure and responsibilities of state government, but also about themselves. Delegates learn about the importance of meaningful participation on all levels: city, county, and state by living for a week as a self-governing citizen. The delegate will have the opportunity to build a strong camaraderie with delegates from other schools. The opportunity to network and share ideas will give the delegate a well-rounded experience, as they learn about the government and how to develop their leadership skills.

**PARTICIPANTS:** 1 student and 1 chaperone (Elissa Kirkland-program director at the State Leadership Conference).

**COSTS:** \$425 per student - To include lodging, meals, and transportation

**\*FUNDING:** Cost paid by ASB funds

**RECOMMENDATION:** Approve the request of the extended field trip for a Segerstrom High School student to attend the 76th Annual Girls State Leadership Conference at McKenna College in Claremont, CA on June 24-29, 2019.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for Segerstrom High School student athletes to participate in the Cross Country Training Camp at Mammoth Sierra Townhomes in Mammoth Lakes, California on July 29-August 5, 2019.

**OVERVIEW:** Segerstrom High School is requesting their student athletes to participate in the Cross Country Training Camp in Mammoth, California.

**RATIONALE:** To train for the upcoming fall cross country season in a more structured environment and to provide athletes with high elevation and mountain runs. Mammoth Lakes is approximately 8,000 feet in elevation. There will be intense training sessions twice a day. Additionally, there will be team-building activities to prepare the students for athletic and educational success throughout the upcoming school year. Students will also learn a variety of running and general training techniques, as well as, about proper health and diet.

**PARTICIPANTS:** 20 students and 7 chaperones (3 certificated and 4 classified)

**COSTS:** \$500 per student - To include travel, lodging, and meals

**\*FUNDING:** Cost paid by donations and fundraising

**RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School student athletes to participate in the Cross Country Training Camp at Mammoth Sierra Townhomes in Mammoth Lakes, California on July 29-August 5, 2019.

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.7 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2018-19 and 2019-20 School Years</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 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 2018-19 and 2019-20 school years.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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 2018-19 and 2019-20 School Years

**ITEM:** Consent

**SUBMITTED BY:** Manoj Roychowdhury, Assistant Superintendent, Business Services

**PREPARED BY:** Jonathan Geiszler, Director, Purchasing and Stores

**ITEM SUMMARY:**

- Agreements/Contracts for the 2018-19 and 2019-20 school years

**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 2018-19 and 2019-20 school years.

**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 2018-19 and 2019-20 school years.

MR:jg:mm

**File Attachments**

2018-19 Amendment Consultant Listing, June 11-FINAL.pdf (518 KB)

2018-19 Contracts-FINAL.pdf (415 KB)

2019-20 Consultant Listing June 11 - FINAL.REVISED.pdf (331 KB)

2019-20 Contracts.Final.pdf (51,198 KB)

## Annual Listing of Consultants/Contracted Services

June 11, 2019

### 2018-19 Amendments Recommended for Board Approval

#	NAME	DEPARTMENT	SUMMARY OF WORK	FUNDING SOURCE	Original Contract	Increase	Start Date	End Date	
1	Baker Nowicki Design Studio	Facilities	Design services for Segerstrom HS – Aeronautics, Aerospace, Eng. & Design CTE.	CTE Grants	\$20,000.00	\$7,461.00	9/13/2018	6/30/2019	
2	Baker Nowicki Design Studio	Facilities	Design services for Valley HS – Culinary Arts CTE.	CTE Grants	\$20,000.00	\$18,781.02	9/13/2018	6/30/2019	
Total							\$26,242.02		

## Amendment # 1

**Contract between Baker Nowicki Design Studio and Santa Ana Unified School District, original Board approval 9/13/2018, revised 3/12/2019.**

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**” and Baker Nowicki Design Studio hereinafter referred to as “**CONSULTANT.**”

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, CONSULTANT 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 to amend the contract approved 9/13/2018 as follows:

1. **CONSULTANT:** Scope of Services outlined in original AGREEMENT for design services for **Segerstrom HS – Aeronautics, Aerospace, Eng. & Design CTE.**
2. **Term.** CONSULTANT shall complete providing services under this amended AGREEMENT by 6/30/2019.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AMENDED AGREEMENT a fee not to exceed **\$7,461** for a total AGREEMENT fee not to exceed **\$27,461.**

DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

All other terms of the initial AGREEMENT shall remain unchanged.

This AMENDED AGREEMENT is entered into this **13<sup>th</sup> Day of March, 2019.**

DISTRICT:

By:

\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

CONSULTANT:

By:

  
\_\_\_\_\_  
Signature

Jon Alan Baker, FAIA, LEED AP

\_\_\_\_\_  
Printed Name

Partner

\_\_\_\_\_  
Title

May 13, 2019

\_\_\_\_\_  
Date Signed

## Amendment # 1

**Contract between Baker Nowicki Design Studio and Santa Ana Unified School District, original Board approval 9/13/2018, revised 3/12/2019.**

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**” and Baker Nowicki Design Studio hereinafter referred to as “**CONSULTANT.**”

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, CONSULTANT 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 to amend the contract approved 9/13/2018 as follows:

1. **CONSULTANT:** Scope of Services outlined in original AGREEMENT for design services for **Valley HS – Culinary Arts CTE.**
2. **Term.** CONSULTANT shall complete providing services under this amended AGREEMENT by 6/30/2019.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AMENDED AGREEMENT a fee not to exceed \$18,781.02 for a total AGREEMENT fee not to exceed **\$38,781.02.**

DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

All other terms of the initial AGREEMENT shall remain unchanged.

This AMENDED AGREEMENT is entered into this **13<sup>th</sup> Day of March, 2019.**

DISTRICT:

By:

\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

CONSULTANT:

By:

  
\_\_\_\_\_  
Signature

Jon Alan Baker, FAIA, LEED AP

\_\_\_\_\_  
Printed Name

Partner

\_\_\_\_\_  
Title

May 13, 2019

\_\_\_\_\_  
Date Signed

**2019-20 Consultants Recommended for Board Approval**

#	NAME	DEPARTMENT	SUMMARY OF WORK	FUNDING SOURCE	2018-19 Contract	2019-20	Start Date	End Date
1	School Services of California	Business Services	Will provide Fiscal and Management Consulting, Governmental Relations and Support, Negotiation Services, and Executive Searches on an "as needed" basis.	General Fund	\$25,000.00	\$25,000.00	7/1/2019	6/30/2020
2	Wanda Grant, Nutrition Concepts	Business Services	Nutrition Services Department Management, Recruitment, expenditure monitoring, financial management review.	Nutrition Services	\$0.00	\$75,000.00	6/13/2019	12/31/2019
3	Child360	Early Childhood Education	Environmental Rating Scales Assessments.	State Preschool Funds	\$23,230.00	\$23,230.00	7/1/2019	6/30/2020
4	Art Masters	Educational Services	Assemblies and Art Lessons.	Site Discretionary	\$4,431.00	\$5,000.00	7/1/2019	6/30/2020
5	Meet the Masters	Educational Services	Arts assemblies	Site Discretionary	\$6,163.96	\$7,500.00	7/1/2019	6/30/2020
6	Parent Institute for Quality Education	Educational Services	Parent training course.	Site Discretionary	\$28,000.00	\$40,000.00	7/1/2019	6/30/2020
7	University of California, Irvine Math Project	Educational Services	IMP will provide staff development for all K-12 teachers and provide classroom coaching.	S.D. Bechtel Grant	\$90,750.00	\$39,600.00	7/1/2019	6/30/2020
8	University of California, Los Angeles	Educational Services	Professional Development-Introduction to Data Science (IDS).	General Fund	\$0.00	\$102,840.00	6/1/2019	6/30/2021
9	Extended Learning	Engage 360	Elementary and Middle School After School Program Quality Assessment.	General Fund	\$34,450.00	\$17,225.00	7/1/2019	12/31/2019
10	Toyama Karate-Do	Engage 360	After-school enrichment services	After School Education and Safety (ASES) grants:	\$516,232.00	\$258,116.00	7/1/2019	12/31/2019
11	Bainbridge Environmental Consultants	Facilities	Building Services/Construction Services: Will provide hazardous material assessment and testing on an "as needed" basis.	Fund 1: \$90,000 Fund 35: \$10,000	\$100,000.00	\$100,000.00	7/1/2019	6/30/2020
12	Davis Demogrpahics	Facilities	Demographic study and student forecasts.	Redevelopment Agency Funds	\$38,138.00	\$40,000.00	7/1/2019	6/30/2020
13	HMC Group	Facilities	Architectural Design and Miscellaneous Projects.	Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000	\$50,000.00	\$50,000.00	7/1/2019	6/30/2020
14	LPA Inc.	Facilities	Architectural Design and Miscellaneous Projects.	Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000	\$50,000.00	\$50,000.00	7/1/2019	6/30/2020
15	Placeworks, Inc.	Facilities	Facilities Planning: Will provide services in the planning and implementation of corrective measures and CEQA services.	Fund 1: \$10,000 Fund 25: \$10,000 Fund 35: \$30,000	\$50,000.00	\$50,000.00	7/1/2019	6/30/2020
16	Pat McCurry	Human Resources	Will provide investigative services with regard to employee matters in regards to school police department issues.	General Fund	\$3,000.00	\$3,000.00	7/1/2019	6/30/2020
17	Cornerstone Therapies	Special Ed	Will provide Independent Education Evaluations for special education students.	Special Ed.	\$12,000.00	\$12,000.00	7/1/2019	6/30/2020
18	Denise M. Eckman, Psy.D.	Special Ed	Independent Educational Evaluation (IEE) in psychological/educational areas for students with disabilities.	Special Ed.	\$15,000.00	\$15,000.00	7/1/2019	6/30/2020
19	Frank Miscione	Special Ed	Will provide mental health services for students in accordance to their Individualized Education Programs (IEPs).	Mental Health Special Ed.	\$49,275.00	\$49,275.00	7/1/2019	6/30/2020
20	Haynes Family of Programs	Special Ed	Independent Educational Evaluation (IEE) and/or Functional Behavioral Assessment (FBA) for students with disabilities	Special Ed.	\$10,000.00	\$10,000.00	7/1/2019	6/30/2020
21	Hear Now at Abramson Audiology	Special Ed	Will provide an Independent Educational Evaluation to a special education student per the student's Individualized Education Program.	Special Ed.	\$1,500.00	\$1,500.00	7/1/2019	6/30/2020
22	Lisa Hartman	Special Ed	Will provide mental health services for students in accordance to their Individualized Education Programs (IEPs).	Mental Health Special Ed.	\$39,623.00	\$49,275.00	7/1/2019	6/30/2020
23	Orange County Department of Education	Special Education	Medi-Cal administrative services	Medi-Cal	\$100,000.00	\$100,000.00	7/1/2019	6/30/2020
24	Paradigm Healthcare Services, LLC	Special Ed	Invoicing Reimbursement for Medi-Cal Billing and School-Based Medi-Cal Administrative Activities Programs.	Medi-Cal	\$424,676.00	\$45,000.00	7/1/2019	6/30/2022

#	NAME	DEPARTMENT	SUMMARY OF WORK	FUNDING SOURCE	2018-19 Contract	2019-20	Start Date	End Date
25	Positive Behavior Supports, Corp.	Special Ed	Independent Educational Evaluations (IEEs) and Applied Behavior Analysis (ABA) for students with disabilities in accordance to students' Individualized Education Programs (IEPs).	Special Ed.	\$10,000.00	\$10,000.00	7/1/2019	6/30/2020
26	Rebecca Segura	Special Ed	Will provide mental health services for students in accordance to their Individualized Education Programs (IEPs).	Mental Health Special Ed.	\$79,245.00	\$79,245.00	7/1/2019	6/30/2020
27	San Joaquin County Office of Education	Special Ed	Annual fee for the use of the Special Education Information System (SEIS) and Desired Results Development Profile (DRDP) feature including Annual Maintenance Integration Services and Programming fees for OC-State forms.	Special Ed.	\$53,753.00	\$59,013.00	7/1/2019	6/30/2020
28	Scott Larson	Special Ed	Will provide psycho-educational Independent Educational Evaluations to special education student.	Special Ed.	\$4,000.00	\$4,000.00	7/1/2019	6/30/2020
29	Dr. Shaun Harper	Superintendent's Office	Guest Speaker for All Employee Meeting on August 7, 2019.	General Fund	\$0.00	\$8,000.00	8/7/2019	8/7/2019
30	The How Many Wins Foundation	Superintendent's Office	Presentations by Jeff Eben.	General Fund	\$0.00	\$5,000.00	7/25/2019	7/25/2019
31	Aeries Software	Technology Innovation Services	Will provide professional services and support for Student Information System group training for staff and direct training in subject areas, such as master schedule, that require a high level of expertise and experience, on an "as needed" basis.	General Fund	\$9,000.00	\$9,000	7/1/2019	6/30/2020
32	E.A.P Tech, Inc.	Technology Innovation Services	Will provide professional services to support and maintain mission-critical applications, including Active Directory, disaster recovery, SAN storage, SQL database, and forensic discovery, etc., on an "as needed" basis at a rate of \$145 per hour.	General Fund	\$25,000.00	\$25,000	7/1/2019	6/30/2020
33	Orange County Department of Education	Technology Innovation Services	Network Support to provide access to applications and circuit handoff via OCDE network.	General Fund	\$2,350.00	\$2,400.00	7/1/2019	6/30/2020
34	CollegeSpring	Transition Support Services	SAT preparation programming to selected juniors.	College and Career Readiness	\$80,000.00	\$98,000.00	7/1/2019	6/30/2020
<b>Total</b>						<b>\$1,434,219.00</b>		



**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and School Services of California hereinafter referred to as “CONTRACTOR.”

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 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:** Will provide Fiscal and Management Consulting, Governmental Relations and Support, Negotiation Services, and Executive Searches on an “as needed” basis.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Twenty Five Thousand Dollars and No Cents Dollars (\$25000).
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: Actual out-of-pocket expenses incurred, such as airfare, hotel, and shipping of materials.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment**: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**School Services of California, Inc.  
1121 L Street, Suite 1060  
Sacramento, CA 95814**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

By:

  
\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Sheila G. Vickers

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

Vice President

\_\_\_\_\_  
Title

Date Signed

\_\_\_\_\_  
Date Signed

May 10, 2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Wanda Grant, RD, SNS hereinafter referred to as “CONTRACTOR.”

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 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:** Consultant will provide the following
  - Day to day management of the Nutrition Service Department
  - Assistance recruiting and hiring for the Nutrition Service Director position.
  - Review and recommendations to restructure the organization of the Nutrition Service Department
  - Review of audit requirements, financial management and meal collection, and purchasing procedures
  - Review and monitoring of the CDE approved spending plan and facilities management
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **6/13/2019** and will diligently perform as required and complete performance by **12/31/2019**.
  
3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seventy Five Thousand Dollars (\$75,000). \$150 per hour invoiced at 15minute increments.

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.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”).

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance



of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB)

certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Wanda Grant, RD, SNS  
Nutrition Concepts  
8710 Clubhouse Blvd.  
Desert Hot Springs, CA 92240**

26. **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.

27. Attorney Fees/Costs: Should litigation be necessary to enforce 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.

28. 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.

29. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- Proposal Dated May 2019

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>TH</sup> DAY OF JUNE, 2019.

DISTRICT:

CONTRACTOR:

By: \_\_\_\_\_  
Signature

By: Wanda Grant  
Signature

Jonathan Geiszler

Wanda Grant, RD, SNS

Printed Name

Printed Name

Director of Purchasing

Consulting Director  
Title

Title

Title

Date Signed

June 3, 2019  
Date Signed

Date Signed

\* Risk Manager will review all insurance requirements for the District.

# PROPOSAL

## May 2019

Wanda Grant, RD, SNS  
Nutrition Concepts  
8710 Clubhouse Blvd.  
Desert Hot Springs, Ca. 92240  
[wanda@wandagrants.com](mailto:wanda@wandagrants.com)  
760-668-9289

Santa Anna Unified School District  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701  
Sausd.k12.ca.us  
714-558-5501  
[Manoj.Roychowdhury@SAUSD.US](mailto:Manoj.Roychowdhury@SAUSD.US) 714-558-5821

This correspondence will serve as a consulting proposal for the Nutrition Services Department.

- 1) Period of Contract June 13, 2019 through December 31, 2019
- 2) Location of Contract The contract will be performed at the Nutrition Service Department office and Central Kitchen to include all school sites as necessary. Offsite consulting will also occur on a limited basis.
- 3) Estimated time is 40 hours per week.
- 4) Payment District will agree to pay consultant based on actual hours worked at \$150.00 per hour reported and invoiced in 15 minute increments.
- 5) 500 hours at \$150.00 per hour not to exceed \$75,000.00

The SCOPE OF WORK is to include but not limited to:

- 1) Day to day management of the Nutrition Service Department
- 2) Assistance recruiting and hiring for the Nutrition Service Director position.
- 3) Review and recommendations to restructure the organization of the Nutrition Service Department
- 4) Review of audit requirements, financial management and meal collection, and purchasing procedures
- 5) Review and monitoring of the CDE approved spending plan and facilities management

The amount of the contracts will be as follows:

Wanda Grant RD, SNS

40 hours per week @ \$150.00 per hour = \$6,000.00 per week

If Santa Ana Unified School District requires additional attendance at Professional meetings specifically requested by Mr. Manoj Roychowdhury expenses will be covered agreed upon at the time.

### Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Child360 hereinafter referred to as "CONTRACTOR."

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 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: Environmental Rating Scales Assessments
2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Twenty Three Thousand Two Hundred Thirty Dollars and No Cents Dollars (\$23230).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. Reserved



8. Data Sharing: In order to facilitate the evaluation of the program, the DISTRICT and CONTRACTOR will share aggregate student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act (“FERPA”).

CONTRACTOR needs access to the following data:

N/A
-----

*Confidentiality Compliance:*

To affect the transfer of data subject to federal, state and local laws or regulations, the CONTRACTOR 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 CONTRACTOR further agrees not to share data received under this contract with any other entity without DISTRICT approval.
- ii. Require all 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 CONTRACTOR 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 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 CONTRACTOR to any other 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 CONTRACTOR may only publish results of studies authorized by this agreement only if the CONTRACTOR has received approval following the DISTRICTS Application to Conduct Educational Research in the Santa Ana Unified School District process. The CONTRACTOR 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. *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.

11. *Copyright/Trademark/Patent:* CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. *Conflict of Interest:* CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. 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.

25. 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**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

CONTRACTOR:

**Child360**

\_\_\_\_\_  
\_\_\_\_\_

26. 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.

27. Attorney Fees/Costs: Should litigation be necessary to enforce 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.

28. 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.

29. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.



THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

By:

  
\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Fernando Almodovar

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

CFO

\_\_\_\_\_  
Title

Date Signed

\_\_\_\_\_  
Date Signed

5/13/19

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Art Masters hereinafter referred to as “CONTRACTOR.”

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 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:** Assemblies and Art Lessons
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Five Thousand Dollars and No Cents Dollars (\$5000).
  
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.
  
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

\* 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 his/her profession. \* SCHOOL PAYS FOR MATERIALS ORDERED FROM

ART MASTER LEGACY.

7. Metrics: The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Art Masters**

P.O. Box 80717  
RSM, CA 92688

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

By:

Lelaina Arnold  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Lelaina Arnold

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

Contract Administrator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

May 13, 2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Meet the Masters hereinafter referred to as “CONTRACTOR.”

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 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:** Arts assemblies
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 7/1/2019 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 Seven Thousand Five Hundred Dollars and No Cents Dollars (\$7500).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved



services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment**: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

CONTRACTOR:

**Meet the Masters**  
**11720 Lemonwood Court**  
**Fontana, CA 92337**

---

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

---

Signature

Jonathan Geiszler

---

Printed Name

Director of Purchasing

---

Title

---

Date Signed

By:

---



Signature

Francesca R Miraglia

---

Printed Name

Regional Manager

---

Title

---

5-15-19

Date Signed

\* Risk Manager will review all insurance requirements for the District.

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Parent Institute for Quality Education hereinafter referred to as “CONTRACTOR.”

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 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:** Parent training course
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Forty Thousand Dollars and No Cents Dollars (\$40000).
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.
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 and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT,



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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 entity aside from the DISTRICT and its designated representatives.

services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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

---

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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

**CONTRACTOR:**  
**Parent Institute for Quality Education**  
\_\_\_\_\_  
\_\_\_\_\_

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

By:

*Lilian Hernandez*  
\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

*Lilian E. Hernandez*

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

*Executive Director*

\_\_\_\_\_  
Title

Date Signed

\_\_\_\_\_

*5/6/19*

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions for Sales and Services

This Sales and Services Agreement (this "Agreement"), dated 7/1/2019 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a Corporation as established in Article IX, Section 9 of the California State Constitution public, on behalf of the University of California, Irvine, Center for Educational Partnerships, and Santa Ana Unified School District ("Client"), having a principal place of business at 1601 East Chestnut Avenue, Santa Ana, CA 92701-6322

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

### Section 1 – Term and Termination.

#### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

#### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

#### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

## **Section 2 – Statement of Work.**

### **2.1. Services.**

University shall perform the services set forth in Exhibit A (the “Services”).

### **2.2. Ownership/License of Deliverables.**

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

**2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University’s delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

**Section 3 –Fees and Payment Schedule.**

**3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

**3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

**3.3 Form of Payment.**

All payments from Client to University shall be made payable to “The Regents of the University of California” in a form specified in Exhibit A.

**Section 4 – Insurance.**

**Section 4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance  
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000



Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**Section 4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury (including death) or damages are caused by or result from the grossly negligent or wrongful acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and that the indemnified party will cooperate fully in such defense. The indemnifying party retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

**Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE

FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

#### **Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

#### **Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

#### **Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

#### **Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

**Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

**Section 13 – Third Party Beneficiary.**

There are no intended third-party beneficiaries to this Agreement.

**Section 14 – Conflict of Interest.**

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

**Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

**Section 16 – Severability.**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Section 17 – Non-Waiver.**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

**Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

**Section 19 – Amendments.**

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

**Section 20 – Governing Law and Venue.**

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

**Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

**Section 22 – Entire Agreement/Integration.**

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client’s purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

**Section 23 - Authority of Parties/Signatories.**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ACKNOWLEDGED AND ACCEPTED BY:

**The Regents of the University of California**

  
\_\_\_\_\_  
(UC Irvine Department Approval)

5/15/15  
\_\_\_\_\_  
Date

Name: Stephanie Reyes-Tuccio, Ph.D.

Title: Assistant Vice Chancellor of Educational Partnerships

\_\_\_\_\_  
Used by UCI Procurement Services.  
Procurement Services

\_\_\_\_\_  
Date

**Buyer:** Santa Ana Unified School District

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

Name: Manoj Roychowdhury

Title: Assistant Superintendent, Business Services

Tax ID #:

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

## **EXHIBIT A – STATEMENT OF WORK**

### **I. PARTIES**

#### **Client**

Full Legal Name: Santa Ana Unified School District

Address (principal place of business): 1610 East Chestnut Avenue, Santa Ana, CA 92701-6322

Phone Number: 714-558-5501

Client Contact: Bianca Barquin, Director of Elementary Education

Invoice Remittance Address/Instructions: 1610 East Chestnut Avenue, Santa Ana, CA 92701-6322. Attention: Accounts Payable

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

#### **University**

Name (of Campus/Department): Center for Educational Partnership, Irvine Math Project

Address: 120 Theory, Suite 150, Irvine, CA 92617-2505

Phone Number: 949-824-6278

University Contact: Karajeon Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): N/A

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):*

### **II. TERM OF AGREEMENT**

This Agreement begins on July 1, 2019 and ends on June 30, 2020, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

### **III. STATEMENT OF WORK**

#### **Services:**

Services are outlined as per Appendix A, attached hereto and made part of this agreement.

#### **Deliverables:**

N/A

#### **Information/Materials provided by Client:**

N/A

Additional Client Responsibilities:

N/A

#### **IV. FEES AND PAYMENT SCHEDULE**

Fees (i.e., Rates/Cost): \$ 39,600.00

Payment Schedule: Invoice at the end of work, Net 30.

Terms of Payment:

Limitations of Charges (if any): N/A

Invoicing Address: Central Cashiers, 228 Aldrich Hall, Irvine, CA 92697-1975.

Form of Payment: Check Payable to: UC Irvine – UC Regents

**Irvine Math Project - SAUSD Common Core Math PD Proposal 2019-20**

To further the preparation of SAUSD teachers to successfully implement the common core math standards, the UC Irvine Math Project will partner with the district to provide professional development for teachers to understand the framework and research-based strategies to teach math successful as well as to and understand the pacing and essential standards.

<b>Product/Service</b>	<b>Itemized Cost</b>	<b>Total Cost</b>
<p>Provide <b>18 total days of academic year common core mathematics PD for Grades K-5 Teachers</b>. Each PD day will focus on the hands-on conceptual lessons needed to support the adopted text for the upcoming trimester. Each day will focus on the conceptual development of a topic, followed by reading and analyzing the framework to understand the standards, strategies and integration of resources for the curriculum. Days will be scheduled as pull out days.</p>	<p>Design, Write and Prepare Math Content and Theory PD for common core math units. Cost includes materials &amp; copies. Cost includes 1 instructor with max of 36 teachers. \$2,000 per day x 18 days (3 days per grade level x 6 grade levels).</p>	<p>\$36,000</p>
<b>10% Indirect Rate</b>		<p>\$3,600</p>
<b>Total Cost 2019-20</b>		<p><b>\$39,600</b></p>



**AGREEMENT  
FOR  
CONSULTANT SERVICES  
UCLA**

**Graduate School of Education & Information Studies**

*Santa Ana Unified School District* herein after referred to as The District, and The Regents of the University of California on behalf of the Introduction to Data Science (IDS) Project/UCLA GSE&IS Center X, hereinafter referred to as Consultant, enter this agreement this **8th** day of **May, 2019** and mutually agree as follows:

1. The District requires from time to time the services of a consultant in curricular areas.
2. The Consultant is a professional and is qualified to perform the services in the area of *Professional Development-Introduction to Data Science (IDS)* required by this agreement.
  - a. Description of Services  
Develop and enhance teacher's content knowledge and instructional strategies aligned with the California Board of Education adopted standards and frameworks.
  - b. Expand statewide opportunities for professional development by developing a network of teacher leaders who are capable of assuming leadership roles in their profession.
  - c. Improve the achievement of students in low performing schools through the development of partnerships.
  - d. Develop and maintain professional education communities that create opportunities for teacher networking and learning.
3. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent or employee of the District and he/she will not present himself/herself as an officer, agent or employee of the District.
4. UNIVERSITY shall defend, indemnify, and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.
5. *Santa Ana Unified School District* shall defend, indemnify, and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performances of this Agreement but only in proportion to and to the extent such as liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of *Santa Ana Unified School District* its officers, employees or agents.
6. This agreement is effective **June 1, 2019** and shall continue in effect until terminated on **June 30, 2021** and shall not exceed the sum of **\$102,840** for 2 years (2019-2021) for training and support for IDS curriculum implementation (54 hours of PD in Year 1; 24 hours of PD in Year 2; virtual office hours throughout the partnership (Years 1-2). See MOU for a more detailed description of services and cost structure, or go to the ***IDS 2-Year Partnership Program and Cost Structure*** document: <https://tinyurl.com/IDS-Partnership-Costs>

The fee shall be paid by The *Santa Ana Unified School District*. The fee includes coordinator fees, presenter fees, and presentation materials.

7. Consultant will provide the School/District with a bill for services performed and payment will be based on days of service actually performed. The school/district will be billed in the following manner: see *Payment Schedule* below. Checks will be made payable to Regents of UC upon receipt of an invoice. *Payment is due upon receipt of a UC invoice.*

**Payment Schedule:**

Invoice #1: December 2019	Amount: \$29,460
Invoice #2: June 2020	Amount: \$29,460
Invoice #3: December 2020	Amount: \$21,960
Invoice #4: June 2021	Amount: \$21,960

8. Cancellation Policy: The district must notify the consultant at least 48 hours in advance of canceling a service. A fee of 50% of the contracted amount will be charged to the district if the service is cancelled within less than 48 hours.
9. UCLA's Federal Taxpayer Identification Number is 95-6006143
10. Please note that our Vendor Number is: 1000004459 UC REGENTS UCLA CENTER X
11. Professional Development:  
Specific Dates: TBD  
As noted in the *IDS 2-Year Partnership Program and Cost Structure* document (<https://tinyurl.com/IDS-Partnership-Costs>), a total of 13 days (78 hours) of professional development (PD) will be offered to district partners for the contractual period (2019-2021):

**Year 1 (2019-2020): 9 days/54 total hours of IDS PD**

- 3 days (18 hours) of PD in June 2019
- 2 days (12 hours) of PD in August 2019
- 4 follow-ups (6 hours each, 24 hours total) during the 2019-20 academic year
- **\$6,750 per PD participant**

**Year 2 (2020-2021): 4 days/24 hours of PD**

- Focus: Advanced content and skills for teachers
- **\$3,000 per PD participant**

Technology: See *IDS 2-Year Partnership Program and Cost Structure* document (<https://tinyurl.com/IDS-Partnership-Costs>) for details of Full Technology Package:

**Year 1 (2019-2020): Full Technology Package**

- Minimum commitment: 2 IDS sections per teacher
- **\$3,990 per section**

**Year 2 (2020-2021): Full Technology Package**

- Minimum commitment: 2 IDS sections per teacher
- **\$3,990 per section**

Contact:  
Dr. Daniel Allen  
Assistant Superintendent of Teaching &  
Learning  
Email: Daniel.allen@sausd.us

Provider:  
The Regents of the University of California  
UCLA Graduate School of Education  
& Information Studies-Center X | PROJECT

Address: Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701-6322

Address: UCLA-Center X  
Attn: Courtney Sidler  
1320 Moore Hall  
Box 951521  
Los Angeles, CA 90095

Phone: 714-558-5501

Phone: 310-825-0862  
Fax: 310-267-4751

Approved by UCLA Center X:

Annamarie Francois/Courtney Sidler  
Print Name

  
Authorizing Signature

Date: 5/8/2019

Executive Director/Director of Business Administration  
Title

Approved by Santa Ana Unified School District

Daniel Allen  
Print Name

\_\_\_\_\_  
Authorizing Signature

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

Assistant Superintendent of Teaching & Learning  
Title

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Extended Learning hereinafter referred to as "CONTRACTOR."

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 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:** Elementary and Middle School After School Program Quality Assessment
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Seventeen Thousand Two Hundred Twenty Five Dollars and No Cents Dollars (\$17,225).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Extended Learning Inc. dba ERC  
1177 E. Shaw Ave. Suite 114  
Fresno CA 93720 \_\_\_\_\_**

---

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

Stephen A. Price, Ed.D.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

5/14/2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

**Amendment # 3**

**Contract between Toyama Karate-Do and Santa Ana Unified School District for After-School Enrichment Services, original Board approval May 26, 2015, revised July 26, 2016, May 22, 2018 and May 21, 2019.**

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "**DISTRICT**" and **Toyama Karate-Do** hereinafter referred to as "**CONSULTANT.**"

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, **CONSULTANT** 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 to amend the contract approved 5/26/2015 as follows:

1. **CONSULTANT:** Continue to provide current services as stated in contract Board Approved May 26, 2015 and revised through Amendment #1 dated July 26, 2016 and Amendment #2 dated May 22, 2019.
2. **Term.** **CONSULTANT** shall commence providing services under this amended **AGREEMENT** on 7/1/2019 and will diligently perform as required and complete performance by 12/31/2019.
3. **Compensation.** **DISTRICT** agrees to pay the **CONSULTANT** for services satisfactorily rendered pursuant to this **AMENDED AGREEMENT** at total fee not to exceed \$258,116 yearly.

**DISTRICT** shall pay **CONSULTANT** 30 days after receipts of consultant invoice and with approval of a District representative.

All other terms of the initial **AGREEMENT** shall remain unchanged.

R.C.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Bainbridge Environmental Consultants hereinafter referred to as “CONTRACTOR.”

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 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:** Building Services/Construction Services: Will provide hazardous material assessment and testing on an “as needed” basis.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 One Hundred Thousand Dollars and No Cents Dollars (\$100000).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment**: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701

CONTRACTOR:

Bainbridge Environmental Consultants  
1322 BELL AVE. STE. 1N  
TUSTIN, CA. 92780



26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By: \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Signature

Jonathan Geiszler  
\_\_\_\_\_  
Printed Name

HENRY MORENO  
\_\_\_\_\_  
Printed Name

Director of Purchasing  
\_\_\_\_\_  
Title

PRESIDENT  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

July 6, 2019  
\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Davis Demogrpahics hereinafter referred to as "CONTRACTOR."

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 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:** Demographic study and student forecasts
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Forty Thousand Dollars and No Cents Dollars (\$40000).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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"). CONTRACTOR needs access to the following data:

4 YEARS STUDENT DEMOGRAPHIC RECORDS W/ADDRESSES

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Davis Demogrphics**

11850 PIERCE ST #200

RIVERSIDE, CA 92505

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:



\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Jonathan Geiszler

GREGORY H. DAVIS

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Director of Purchasing

PRESIDENT

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

Date Signed

5/13/19

\_\_\_\_\_

Date Signed

\* Risk Manager will review all insurance requirements for the District.

## Appendix A

### Consulting Services:

#### Tasks Performed and Deliverables:

- Update main GIS data layers (i.e. streets, parcels. etc.)
- Maintain GIS layer of existing attendance zones, planning areas and school site locations.
- Geocode (map) current student data for Santa Ana USD (early October CBEDS)
- Research and analysis of other relevant demographic statistics for use in preparing student projection variables (i.e. historical birth data, migration trends, etc.)
- Residential Development Project information and timing.
- Collecting Information on Individual Site Capacities
- Preparation of 7-year residence-based student forecasts, summarized by grade level for each planning area, attendance zone and district-wide.
- Preparation of 2-year forecasts by school of enrollment (aka staffing projections)
- Comprehensive report (ten hardcopies and Adobe PDF file) including:
  - Relevant district background, past enrollment trends and demographic profile
  - Data sources and use with appropriate tables and charts
  - Detailed forecast methodology discussion
  - Enrollment projection results
  - Open enrollment reports illustrating impact of resident vs. attending enrollment
  - Appropriate maps illustrating existing planning areas and attendance zones, with thematic maps showing areas of growth, student density and socio-economic characteristics
- Two onsite visits, one for a kickoff meeting and new housing research, the second onsite visit for a presentation to the School Board or Cabinet/Principals upon completion of the study
- District access to all GIS data for use with DISTRICT's existing GIS software tools (Esri ArcGIS and Davis Demographics' SchoolSite software).

#### 1-Year Agreement

Check the box and initial above for  
♦ 1-Year Demographic Study services

1 YEAR CONTRACT: \$38,138

#### Additional Services:

*Any additional services that the District requests of DDP will be billed using our hourly rate of \$170.*

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and HMC Group, 3546 Concours Street, Ontario, CA 91764 hereinafter referred to as “CONTRACTOR.”

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 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:**

- Advisory services to address code related issues, analysis, plan review, etc.
- Architectural design services for planning, studies, conceptual graphics, etc.
- Architectural/engineering services for small projects of limited scope and duration.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

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: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

8. **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.

9. **District Responsibilities:** The DISTRICT shall provide full information, including a program



which sets forth the DISTRICT's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The DISTRICT shall also furnish any reports, tests, surveys, permits, inspection or other documentation of information or consultants reasonably requested by the CONTRACTOR. All the forgoing shall be furnished at the DISTRICT's expense, and the CONTRACTOR shall be entitled to rely upon the accuracy and completeness thereof.

10. **Additional Services:** If Additional Services are required beyond the original scope of work, the CONTRACTOR will bill on an hourly basis per Exhibit A, Hourly Rate Schedule, or as a mutually agreed upon fixed fee.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all documents produced under this AGREEMENT ("Project Documents") shall become the property of DISTRICT pursuant to Education Code Section 17316; however the CONTRACTOR's copyrights over the documents, including all common law, statutory and other reserved rights, are not waived. DISTRICT shall have a perpetual, non-exclusive license to use the Project Documents for the purposes of repair, maintenance, renovation, modernization or other purposes related to the Project site. In the event of such reuse of the Project Documents without the CONTRACTOR's participation, the DISTRICT agrees to indemnify, defend and hold the CONTRACTOR harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the Project Documents. The DISTRICT further agrees to remove the names and seals of the CONTRACTOR and subcontractor's from the title block and signature pages in the event of such reuse of the Project Documents.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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 charged to and collected from the CONTRACTOR pursuant to a finding of legal liability on the part of 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify and hold

harmless the DISTRICT and its governing board, officers, employees and agents, pursuant to the provisions of Civil Code §2782.8 from claims made and liability, loss, damage or expense, which may be incurred by reason of:

(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 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 the negligence, recklessness, or willful misconduct 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 liability for damages which result from the 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.

15. **Insurance**: CONTRACTOR agrees to carry a comprehensive general 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.

16. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

17. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

18. **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.

19. **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.

20. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

21. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

22. **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.

23. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**HMC Group  
3546 Concours Street  
Ontario, CA 91764**

24. **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.

25. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

26. **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.

27. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- Exhibit A – Hourly Rate Schedule

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

Mitchell Carp

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

Senior Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

05/14/19  
\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## Exhibit A Hourly Rate Schedule



**HMC Rate Schedule**  
**Standard Hourly Rate by Professional Category**  
 (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 235
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 205
Project Manager/Project Architect/Technical Manager	\$ 185
Project Leader/Technical Leader	\$ 165
Project Coordinator	\$ 135
Sr Construction Administrator	\$ 205
Construction Administrator	\$ 155
Construction Administration Support	\$ 100
Design Director	\$ 235
Senior Project Designer	\$ 205
Project Designer	\$ 185
Design Leader	\$ 165
Designer II	\$ 120
Designer	\$ 100
Senior Interior Designer	\$ 205
Senior Interior Project Designer	\$ 205
Sr. Estimator	\$ 205
Sustainable Design	\$ 205
Sr. Specifications Writer	\$ 205
Specifications Technician	\$ 190
Visualization Arts	\$ 170
Agency Compliance	\$ 130
Senior Education Facilities Planner	\$ 195
Education Facilities Planner	\$ 160

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and LPA, Inc., 5301 California Avenue, Suite 100, Irvine, CA 92617 hereinafter referred to as “CONTRACTOR.”

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 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:**

- Advisory services to address code related issues, analysis, plan review, etc.
- Architectural design services for planning, studies, conceptual graphics, etc.
- Architectural/engineering services for small projects of limited scope and duration.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

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: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.



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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

8. **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.

9. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

10. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

11. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

12. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

Notwithstanding the foregoing, if arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the CONTRACTOR, the CONTRACTOR shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the negligence, or willful misconduct of the DISTRICT or of other third parties for which the CONTRACTOR is not legally liable. With regard to the CONTRACTOR's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONTRACTOR's proportionate percentage of fault.

13. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

14. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

15. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. **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.

17. **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.

18. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

19. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

20. **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.

21. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**LPA, Inc.  
5301 California Avenue, Suite 100  
Irvine, CA 92617**

22. **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.

23. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

24. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- Exhibit A – Hourly Rate Schedule

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Jonathan Geiszler

Jon Mills

Printed Name

Printed Name

Director of Purchasing

Chief Operating Officer

Title

Title

Date Signed

5/13/19

Date Signed

<sup>DS</sup>  
RM

<sup>DS</sup>  
DP

<sup>DS</sup>  
MCH

\* Risk Manager will review all insurance requirements for the District.

**BASIC HOURLY RATE SCHEDULE**

<u>Category</u>	<u>Billing Rate</u>
Principal	\$250.00
Discipline Director	\$215.00
Project Director	\$195.00
Project Leader	\$175.00
Design Coordinator II	\$150.00
Design Coordinator I	\$125.00
Designer III	\$115.00
Designer II	\$100.00
Designer I	\$90.00
Intern	\$70.00

NOTE: These rates are effective July 1, 2018 and are subject to change annually.



### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Placeworks, Inc. hereinafter referred to as “CONTRACTOR.”

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 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:** Facilities Planning: Will provide services in the planning and implementation of corrective measures and CEQA services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Fifty Thousand Dollars and No Cents Dollars (\$50000).

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.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Placeworks, Inc.  
3 MacArthur Place, Suite 1100  
Santa Ana, Ca 92707**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

By:

  
\_\_\_\_\_  
Signature

Jonathan Geiszler

Keith McCann

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

May 7, 2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

### Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Pat McCurry hereinafter referred to as "CONTRACTOR."

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 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:** Will provide investigative services with regard to employce matters in regards to school police department issues.
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 7/1/2019 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 Three Thousand Dollars and No Cents Dollars (\$3000).
  
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.
  
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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"). CONTRACTOR needs access to the following data:

--

***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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.


24. 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.

25. 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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701

CONTRACTOR:

Pat McCurry  
  
505 N. Arrowhead Ave.  
SAN BERNARDINO, CA 92401

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Jonathan Geiszler

Patrick O. McCurry

Printed Name

Printed Name

Director of Purchasing

OWNER/QUALIFIED MANAGER

Title

Title

Date Signed

5/18/2019

Date Signed

\* Risk Manager will review all insurance requirements for the District.

### Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and Cornerstone Therapies hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRRICT 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, DISTRRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Will provide Independent Education Evaluations for special education students.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
3. **Compensation:** DISTRRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twelve Thousand Dollars and No Cents Dollars (\$12000).
4. **Expenses:** DISTRRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRRICT, except as follows: N/A.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

last IEP, Yr 1, old reports

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. ***Tuberculosis Examination:*** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. ***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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Cornerstone Therapies  
18700 Beach Blvd, st. 120  
Huntington Beach, CA 92648**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.



THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

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

Signature

Jonathan Geiszler

Printed Name

Director of Purchasing

Title

\_\_\_\_\_

Date Signed

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

Signature

Charlotte Feichtmann

Printed Name

Co-Director

Title

5/7/19

\_\_\_\_\_

Date Signed

\* Risk Manager will review all insurance requirements for the District.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Denise M. Eckman, Psy.D. hereinafter referred to as “CONTRACTOR.”

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 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:** Independent Educational Evaluation (IEE) in psychological/educational areas for students with disabilities
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Fifteen Thousand Dollars and No Cents Dollars (\$15000).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.


25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Denise M. Eckman, Psy.D.**

 **Psy.D. BCDA-D**

**3002 Dow Avenue #122,  
Tustin, CA 92780**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

Jonathan Geiszler

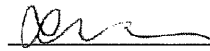
\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

By:

 BY, D. ECKMAN  
\_\_\_\_\_  
Signature

Denise Eckman PsyD., BCBA-D

\_\_\_\_\_  
Printed Name

President and Clinical Director

\_\_\_\_\_  
Title

5/15/2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Frank Miscione hereinafter referred to as “CONTRACTOR.”

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 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:** Will provide mental health services for students in accordance to their Individualized Education Programs (IEPs).
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Forty Nine Thousand Two Hundred Seventy Five Dollars and No Cents Dollars (\$49275).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved



services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

CONTRACTOR:

**Frank Miscione**  
12381 Charloma Dr  
Tustin, CA 92780

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By: \_\_\_\_\_  
Signature

By: Frank Miscione  
Signature

Jonathan Geiszler  
\_\_\_\_\_  
Printed Name

FRANK MISCIONE  
\_\_\_\_\_  
Printed Name

Director of Purchasing  
\_\_\_\_\_  
Title

MENTAL HEALTH SPECIALIST  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

05/13/2019  
\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Haynes Family of Programs hereinafter referred to as "CONTRACTOR."

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 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:** Independent Educational Evaluation (IEE) and/or Functional Behavioral Assessment (FBA) for students with disabilities
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Ten Thousand Dollars and No Cents Dollars (\$10000).
  
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.
  
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

Copy of student IEP or assessment reports.

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Haynes Family of Programs - S.T.A.R. Academy  
Attn. Jonas Maceda, Director, NPA Services  
P.O. Box 400  
La Verne, CA 91750**



26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Jonathan Geiszler

Daniel Maydeck

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

05/08/19

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.



**HAYNES**  
FAMILY OF PROGRAMS

Haynes Family of Programs Inc.  
dba: S.T.A.R. Academy; dba: Haynes Education Center  
Personnel Clearance Statement & Staff Credentials

I, Jonas Maceda, (an authorized representative of /doing Business as) Haynes Family of Programs Inc., (dba: S.T.A.R. Academy; dba: Haynes Education Center), do hereby certify under penalty of perjury, that, pursuant to California Education Code Section 45125.1, that the required criminal background check(s) of all persons (including staff, volunteers, and anyone who will be in contact with program participants) who will be providing services to the Santa Ana Unified School District has been conducted and that none of those persons have been reported by the California Department of Justice (CDOJ) and the Federal Bureau of Investigation (FBI) as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c), and/or 1192.7©.

All staff providing Non-Public School and Non-Public Agency services have a current Education Specialist Credential on file and is also listed with the California Commission on Teacher Credentialing website. For Other Related Services such as Language and Speech, Occupational Therapy, or Behavior Intervention, a current state license or respective board certification license will be on file.

Further, I hereby certify that all persons (including staff, volunteers, and anyone who will be in contact with program participants) have been cleared by medical personnel as not being a carrier of contagious Tuberculosis.

**May 14, 2019**

Date

Signature

**Jonas Maceda, Director, NPA Services**

Name / Title (Printed)

**Haynes Family of Programs Inc.**

**(dba: S.T.A.R. Academy; dba: Haynes Education Center)**

Provider



**HAYNES**  
FAMILY OF PROGRAMS

EDUCATION CENTER  
S.T.A.R. ACADEMY

**Non-Public School & Non-Public Agency Services Haynes**  
**Education Center (NPS) & S.T.A.R. Academy (NPA)**  
**Rate Sheet – Home Based Services 2019-2020\*\*\***

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120.00	Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy (OT) – Individual		
a. Occupational Therapy	\$165.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student

**\*\*In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.**

**\*\*\*School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."**

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Hear Now at Abramson Audiology hereinafter referred to as "CONTRACTOR."

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 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:** Will provide an Independent Educational Evaluation to a special education student per the student's Individualized Education Program.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 7/1/2019 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 One Thousand Five Hundred Dollars and No Cents Dollars (\$1500).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved



services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. ***Termination:*** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. ***Fingerprint Clearance:*** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. 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.

25. 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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701

CONTRACTOR:

Hear Now at Abramson Audiology  
28985 Golden Lantern # B105  
Laguna Niguel, CA 92677

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By: \_\_\_\_\_  
Signature

By: Maria Abramson Au. D.  
Signature

Jonathan Geiszler  
Printed Name

MARIA ABRAMSON Au. D.  
Printed Name

Director of Purchasing  
Title

President of Hear Now/Abramson Audiology  
Title

\_\_\_\_\_  
Date Signed

5/8/19  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Lisa Hartman hereinafter referred to as “CONTRACTOR.”

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 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:** Will provide mental health services for students in accordance to their Individualized Education Programs (IEPs).
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 7/1/2019 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 Forty Nine Thousand Two Hundred Seventy Five Dollars and No Cents Dollars (\$49275).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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 uncopied matter or patented or unpatented invention under this AGREEMENT.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

CONTRACTOR:

**Lisa Hartman**

\_\_\_\_\_  
\_\_\_\_\_



26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

Lisa Hartman

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

Mental Health Specialist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

5.15.19  
\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

AGREEMENT NUMBER 48082

SANTA ANA UNIFIED SCHOOL DISTRICT  
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

4 WHEREAS, DISTRICT is providing School-Based Medi-Cal  
5 Administrative Activities and wishes to participate in the School-  
6 Based Medi-Cal Administrative Activities Program.

7 NOW, THEREFORE, the Parties hereby agree as follows:

8 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
9 (1) year commencing on July 1, 2019, and ending on June 30, 2020,  
10 subject to termination as set forth in this AGREEMENT.

11 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

12 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
13 amended as necessary to comply with all Federal, state and  
14 SUPERINTENDENT'S program requirements.

15 b. "Certify" to the STATE:

16 1. The amount of DISTRICT'S general funds or any other  
17 funds allowed under Federal law and regulation expended  
18 are allowable "Program activities".

19 2. The availability and expenditure of one hundred percent  
20 (100%) of the non-Federal cost of performing Program  
21 activities.

22 3. That DISTRICT expenditures represent costs that are  
23 eligible for Federal financial participation for that  
24 fiscal year.

25 c. Act as liaison between STATE and DISTRICT and as mandated  
by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Survey (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
12 and trainings and provide STATE approved training  
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program  
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT  
17 its RMTS results. Coding is based on the presumption that  
18 the responses received from the DISTRICT are accurate and  
19 all necessary documentation exists to support it. The LEC  
20 shall not be responsible for monitoring, reviewing or  
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)  
23 quarterly invoices and related supporting documentation  
24 to the STATE on behalf of the DISTRICT and convey to the  
25 DISTRICT by warrant all funds received on behalf of  
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this  
2 AGREEMENT. No funds will be conveyed to DISTRICT for  
3 invoices that have been disallowed by the STATE or any  
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that  
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all  
8 Federal, STATE, and SUPERINTENDENT'S Program  
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT  
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the  
13 RMTS quarterly invoice for a mutually agreed to additional  
14 fee (See Appendix "C").

15 n. If necessary, assist the DISTRICT with the calculation of  
16 the LEA Medi-Cal Eligibility Rate or "Data Match  
17 Percentage" from student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon  
19 request and appeal DISTRICT decision or action through  
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
23 amended as necessary to comply with all Federal, STATE and  
24 SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and  
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees  
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
3 comply with the confidentiality and other requirements  
4 associated with use of the RMTS software platform. DISTRICT  
5 shall be responsible for any unauthorized use and  
6 understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the  
8 DISTRICT and determine which staff perform SMAA activities  
9 and what direct charges, if applicable, will be claimed.  
10 The DISTRICT will determine which staff participate in the  
11 quarterly Random Moment Time Survey (RMTS).
- 12 e. Certify to the SUPERINTENDENT and STATE:
- 13 1. The amount of DISTRICT'S general funds or any other  
14 funds allowed under Federal law and regulations  
15 expended on the allowable "Program activities".
  - 16 2. The availability and expenditure, from allowable non-  
17 Federal funding sources, of one hundred percent (100%)  
18 of the cost of performing Program activities.
  - 19 3. Expenditures represent costs that are eligible for  
20 Federal financial participation for that fiscal year.
- 21 f. If subcontracting for certain administrative activities,  
22 provide SUPERINTENDENT with a copy of the DISTRICT'S  
23 contract with vendor. DISTRICT may include vendor's  
24 allowable costs on its invoice, to the extent that same  
25 tasks are not performed by the SUPERINTENDENT and with the

1 understanding that the total annual vendor fees cannot  
2 exceed fifteen percent (15%).

3 g. Ensure that DISTRICT'S designated SMAA Coordinator attends  
4 quarterly Region 9 LEC SMAA Coordinators trainings and  
5 meetings.

6 h. Adhere to timelines established by the STATE and  
7 SUPERINTENDENT for completion of Program documentation  
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)  
9 Rosters, Coding reports, etc.). Respond in a timely manner  
10 to all STATE and SUPERINTENDENT requests for information  
11 and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and  
13 corrected documents upon request and work with  
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT'S decision through the STATE SMAA  
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as  
18 required by the Centers for Medicare and Medicaid Services  
19 (CMS), to determine the amount of paid time spent on Program  
20 claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-  
22 five percent (85%) of the moments assigned per time study  
23 quarter. If DISTRICT is unable to maintain the required  
24 response rate, DISTRICT will have sanctions applied  
25 according to the School-Based Medi-Cal Administrative  
Activities (SMAA) Manual.



1 m. Develop and maintain at the DISTRICT an Audit File to  
2 include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Survey (RMTS) Time Survey  
5 Participant (TSP) Roster Reports and other  
6 documentation, including validation of time survey  
7 participant attendance.
- 8 • Time certification and supporting documentation  
9 for direct charge staff.
- 10 • Position Descriptions/Duty Statements.
- 11 • Medi-Cal Percentage documentation.
- 12 • Invoice documents and supporting documentation.
- 13 • Contracts/MOU.
- 14 • Organizational Charts.
- 15 • School Calendar.
- 16 • Resource Directories and outreach materials.
- 17 • Program review documentation.

18 n. Prepare and certify School-Based MAA invoices to the LEC  
19 in conformance with STATE requirements and timelines  
20 providing SUPERINTENDENT with copies of SMAA invoice  
21 supporting documentation upon request.

22 o. DISTRICT agrees to maintain and preserve, documentation  
23 for a period of not less than five (5) years after  
24 termination of Agreement Number 48082 and final payment  
25 from Department of Health Care Services (DHCS) to  
SUPERINTENDENT, to permit Department of Health Care  
Services (DHCS) or any duly authorized representative to  
have access to examine or audit any pertinent books,  
documents, papers and records related to this AGREEMENT and  
to allow interviews of any employee who might reasonably  
have information related to such records.

1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars  
2 (\$10,000.00), DISTRICT shall agree and comply with the  
3 following terms and conditions:

4 1. Maintain books, records, documents, and other  
5 evidence, accounting procedures and practices  
6 sufficient to properly reflect all direct and indirect  
7 costs of whatever nature claimed to have been incurred  
8 in the performance of this AGREEMENT, including any  
9 matching costs and expenses. The foregoing  
10 constitutes "records" for the purpose of this  
11 provision.

12 2. DISTRICT'S facility or office or such part thereof as  
13 may be engaged in the performance of this AGREEMENT  
14 and its records shall be subject at all reasonable  
15 times to inspection, audit, and reproduction.

16 3. The Department of Health Care Services (DHCS), the  
17 Department of General Services, the Bureau of State  
18 Audits, or their designated representatives including  
19 the Comptroller General of the United States shall  
20 have the right to review and to copy any records and  
21 supporting documentation pertaining to the  
22 performance of this AGREEMENT. DISTRICT agrees to  
23 allow the auditor(s) access to such records during  
24 normal business hours and to allow interviews of any  
25 employees who might reasonably have information  
related to such records. Further, DISTRICT agrees to

1 include a similar right of the STATE to audit records  
2 and interview staff related to performance of this  
3 AGREEMENT.

4 4. Preserve and make available its records (1) for a  
5 period of five (5) years from the date of final  
6 payment under this AGREEMENT, and (2) for such longer  
7 period, if any, as required by applicable statute, by  
8 any other provision of this AGREEMENT, or by  
9 subparagraphs (a) or (b) below:

10 (a) If this AGREEMENT is completely or partially  
11 terminated, the records relating to the work  
12 terminated shall be preserved and made available  
13 for a period of five (5) years from the date of  
14 resulting final settlement.

15 (b) If any litigation, claim, negotiation, audit, or  
16 other action involving the records has been  
17 started before the expiration of the five (5)  
18 year period, the records shall be retained until  
19 completion of the action and resolution of all  
20 issues which arise from it, or until the end of  
21 the regular five (5) year period, whichever is  
22 later.

23 5. DISTRICT shall comply with the above requirements and  
24 be aware of the penalties for violations of fraud and  
25 for obstruction of investigation as set forth in  
Public Contract Code §10115.10, if applicable.

1           6. DISTRICT, may at its discretion, following receipt of  
2           final payment under this AGREEMENT, reduce its  
3           accounts, books and records related to this AGREEMENT  
4           to microfilm, computer disk, CD ROM, DVD, or their  
5           data storage medium. Upon request by an authorized  
6           representative to inspect, audit or obtain copies of  
7           said records, DISTRICT must supply or make available  
8           applicable devices, hardware, and/or software  
9           necessary to view, copy and/or print said records.  
10          Applicable devices may include, but are not limited  
11          to microfilm readers and microfilm printers, etc.

12         q. The STATE, through any authorized representatives, has the  
13          right at all reasonable times to inspect or otherwise  
14          evaluate the work performed or being performed hereunder  
15          and the premises in which it is being performed. If any  
16          inspection or evaluation is made of the premises of  
17          DISTRICT, DISTRICT shall provide all reasonable facilities  
18          and assistance for the safety and convenience of the  
19          authorized representative in the performance of their  
20          duties. All inspections and evaluations shall be performed  
21          in such a manner as will not unduly delay the work.

22         r. In the event an invoice is revised or is disallowed by the  
23          STATE, agree to reimburse SUPERINTENDENT within thirty (30)  
24          days of receipt of an invoice from SUPERINTENDENT  
25          evidencing SUPERINTENDENT'S payment to the STATE for  
DISTRICT'S revised or disallowed invoice.

- 1 s. Ensure no duplicative billings.
- 2 t. Hold SUPERINTENDENT harmless from any Federal  
3 disallowance of SMAA claim payments made to DISTRICT by  
4 the STATE.
- 5 u. Designate an employee to act as a liaison with  
6 SUPERINTENDENT to provide DISTRICT specific information  
7 relative to SMAA Program administration and fiscal issues.
- 8 v. If necessary, provide SUPERINTENDET with student data  
9 files required for the calculation of the LEA Medi-Cal  
10 Eligibility Rate or "Data Match Percentage".
- 11 w. Complete and return with the fully executed AGREEMENT,  
12 SUPERINTENDENT'S School-Based Medi-Cal Administrative  
13 Activities (SMAA) District Information 2019-2020 form,  
14 Appendix "A", the School-Based Medi-Cal Administrative  
15 Activities (SMAA) LEC Fee Information 2019-2020 form,  
16 Appendix "C" and Certification Regarding Lobbying form,  
17 Appendix "D", attached hereto and incorporated by  
18 reference herein.

19 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
20 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT  
21 and after SUPERINTENDENT has received reimbursement from the STATE for  
22 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to  
23 DISTRICT by warrant all funds received on behalf of DISTRICT from the  
24 STATE less any amount due the SUPERINTENDENT and STATE as determined  
25 in Section 5.0 below. No funds will be conveyed to DISTRICT for  
invoices that have been revised or disallowed by the STATE or Federal.

1 Payment to DISTRICT shall be made within forty-five (45) days of  
2 receipt and reconciliation of STATE funds by SUPERINTENDENT.

3 5.0 FEE SCHEDULE.

4 a. RMTS Software Platform Fee. DISTRICT will be responsible  
5 for DISTRICT'S share of the RMTS Software Platform Fee,  
6 which is based on the DISTRICT'S actual cost of utilizing  
7 the RMTS Software Platform through a third party  
8 administrator selected by the Region 9 LEC for the Random  
9 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for  
10 DISTRICT'S share of the software platform fees as  
11 described in the School-Based Medi-Cal Administrative  
12 Activities (SMAA) RMTS Fee Information 2019-2020 form,  
13 Appendix "B", attached hereto and incorporated by  
14 reference herein.

15 b. SUPERINTENDENT'S LEC Fees.

16 1. After SUPERINTENDENT has received reimbursement from  
17 the STATE for DISTRICT'S quarterly SMAA claim(s),  
18 SUPERINTENDENT will transfer to DISTRICT an amount  
19 equal to the Federal share of cost received as  
20 reimbursement for DISTRICT'S SMAA claim submitted by  
21 DISTRICT, less four and one-half percent (4.5%) fee  
22 per quarterly claim which will be used to support  
23 SUPERINTENDENT'S SMAA administration. The four and  
24 one-half percent (4.5%) fee may be amended as  
25 necessary to support compliance with all Federal,  
STATE and SUPERINTENDENT'S program requirements. LEC

1 fee will include DISTRICT'S share of the STATE  
2 Participation Fee, which is based on the STATE'S cost  
3 for administering the SMAA claiming process.

4 2. Optional Services. If the DISTRICT selects the option  
5 of having the LEC prepare the RMTS quarterly invoice,  
6 an additional two percent (2.0%) will be added to the  
7 LEC Fee percentage mentioned in Section 5.0,b.1 above,  
8 but billed separately. SUPERINTENDENT will provide  
9 Optional Services upon written request of DISTRICT  
10 (See Appendix "C").

11 c. The obligations of SUPERINTENDENT and DISTRICT under this  
12 AGREEMENT are contingent upon the availability of funds  
13 furnished by the United States Government and the State  
14 of California. In the event that such funding is  
15 terminated or reduced, this AGREEMENT may be terminated,  
16 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations  
17 hereunder shall be limited to a pro-rated amount of  
18 funding actually received by the SUPERINTENDENT and  
19 DISTRICT from the United States Government and the State  
20 of California under this AGREEMENT. SUPERINTENDENT shall  
21 provide DISTRICT written notification of such  
22 termination. Notice shall be deemed given when received  
23 by the DISTRICT or no later than three (3) days after the  
24 day of mailing, whichever is sooner.  
25

1 6.0 FEDERAL CLAIMING.

2 a. TITLE 31 - Money and Finance, Subtitle V - General  
3 Assistance Administration, Chapter 75 - Requirements for  
4 Single Audits, Section 7502 requires each pass through  
5 entity provide the sub-recipient program names and any  
6 identifying numbers from which such assistance is derived.  
7 The Catalog of Federal Domestic Assistance (CFDA) number  
8 for this Federal program is 93.778, Medical Assistance  
9 Program (Medi-Cal).

10 b. A "Vendor" means a dealer, distributor, merchant, or other  
11 seller providing goods or services that are required for  
12 the conduct of a Federal program. These goods or services  
13 may be for an organization's own use or for the use of  
14 beneficiaries of the Federal program. Additional guidance  
15 on distinguishing between a sub-recipient and a vendor is  
16 provided in OMB Circular A-133.

17 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
18 this AGREEMENT, shall be and act as an independent contractor.  
19 SUPERINTENDENT understands and agrees that he/she and all of his/her  
20 employees shall not be considered officers, employees or agents of the  
21 DISTRICT, and are not entitled to benefits of any kind or nature  
22 normally provided employees of the DISTRICT and/or to which DISTRICT'S  
23 employees are normally entitled, including, but not limited to, State  
24 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT  
25 assumes full responsibility for the acts and/or omissions of his/her  
employees or agents as they relate to the services to be provided



1 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility  
2 for payment of all Federal, STATE and local taxes or contributions,  
3 including unemployment insurance, social security and income taxes  
4 with respect to SUPERINTENDENT'S employees.

5 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,  
6 and related instructional materials developed by SUPERINTENDENT or  
7 DISTRICT under this AGREEMENT shall become the exclusive property of  
8 the Department of Health Care Services. The Department of Health Care  
9 Services shall have all right, title and interest in said matters,  
10 including the right to secure and maintain the copyright, trademark  
11 and/or patent all forms and related instructional materials developed  
12 under this AGREEMENT.

13 9.0 HOLD HARMLESS.

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

24 b. DISTRICT hereby agrees to indemnify, defend, and hold  
25 harmless SUPERINTENDENT, the Orange County Board of  
Education, and its officers, agents, and employees from

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

7 10.0 CONFIDENTIALITY.

8 a. SUPERINTENDENT and DISTRICT shall maintain  
9 confidentiality of their respective records and  
10 information, governing the confidentiality of client or  
11 student information for Medi-Cal clients served under this  
12 AGREEMENT. Applicable laws include, but are not limited  
13 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,  
14 Welfare and Institutions Code, Section 14100.2 and 22  
15 California Code of Regulations Section 51009 and all  
16 applicable Federal and/or STATE laws or regulations as  
17 each may now exist or be hereafter amended. The  
18 confidentiality obligations contained in this section  
19 shall survive termination of this AGREEMENT.

20 b. DISTRICT understands and agrees to take all reasonable  
21 steps to avoid unauthorized disclosure of any of  
22 SUPERINTENDENT'S agents' proprietary data provided for  
23 purposes of this AGREEMENT hereinafter defined as data  
24 file specifications, related instructions, management  
25 reports, training materials, plans or other information  
relating to the performance of SUPERINTENDENT'S agents

1 services hereunder, disclosed by SUPERINTENDENT to  
2 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not  
3 during or after the term of this AGREEMENT, permit the  
4 copying, duplication, or use of any of SUPERINTENDENT'S  
5 agents' proprietary data by or to any person other than  
6 authorized employees, agents or representatives of  
7 DISTRICT.

8 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
9 to assure that the information supplied to SUPERINTENDENT hereunder  
10 shall be true, complete, and accurate in all respects. DISTRICT shall  
11 assume sole responsibility for the truth, completeness and accuracy  
12 of all information supplied to SUPERINTENDENT and agrees that  
13 SUPERINTENDENT shall have no responsibility or liability for the  
14 truth, completeness or accuracy of any information submitted by  
15 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify  
16 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
17 requirements.

18 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for  
19 damages or losses to DISTRICT employees, agents, independent  
20 contractors or students relating to lost medical services or lost data  
21 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums  
22 DISTRICT does not obtain in reimbursement from the STATE, or for any  
23 incidental, indirect, special or consequential damages to DISTRICT  
24 arising from the denial of any request for reimbursement from the  
25 STATE.

1 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
2 AGREEMENT shall not be assigned by the DISTRICT without prior written  
3 approval of SUPERINTENDENT.

4 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
5 must meet the approval of the DISTRICT and shall be subject to the  
6 DISTRICT'S general right of inspection to secure the satisfactory  
7 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with  
8 all Federal, STATE and local laws, rules, regulations and ordinances  
9 that are now or may in the future become applicable to SUPERINTENDENT  
10 or DISTRICT'S, equipment and personnel engaged in operations covered  
11 by this AGREEMENT or accruing out of the performance of such  
12 operations.

13 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT  
14 shall complete and return with the fully executed AGREEMENT the  
15 Certification Regarding Lobbying form, Appendix "D", attached hereto  
16 and incorporated by reference herein, that the DISTRICT has not made,  
17 and will not make, any payment prohibited by Item 1 of the  
18 Certification Regarding Lobbying form.

19 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
20 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,  
21 that it:

- 22 a. Is not presently debarred, suspended, proposed for  
23 debarment, declared ineligible, or voluntarily excluded  
24 by any federal department or agency;
- 25 b. Has not within a three-year period preceding this  
AGREEMENT been convicted of or had a civil judgement

1 rendered against them for commission of fraud or a  
2 criminal offense in connection with obtaining, attempting  
3 to obtain, or performing a public (Federal, STATE or  
4 local) transaction or contract under a public transaction;  
5 violation of Federal or STATE antitrust statutes or  
6 commission of embezzlement, theft, forgery, bribery,  
7 falsification or destruction of records, making false  
8 statements, or receiving stolen property.

9 c. Is not presently indicted for or otherwise criminally or  
10 civilly charged by a government entity (Federal, STATE or  
11 local) with commission of any of the offenses enumerated  
12 in Section 16.0(b) herein; and

13 d. Has not within a three (3) year period preceding this  
14 AGREEMENT had one or more public transactions (Federal,  
15 STATE or local) terminated for cause or default.

16 e. The terms and definitions herein have the meanings set  
17 out in the Definitions and Coverage sections of the rules  
18 implementing Federal Executive Order 12549.

19 f. If DISTRICT is unable to certify to any of the statements  
20 in this certification, DISTRICT shall submit an  
21 explanation to SUPERINTENDENT.

22 g. If DISTRICT knowingly violates this certification, in  
23 addition to other remedies available to the Federal  
24 Government, the Department of Health Care Services (DHCS)  
25 may terminate this AGREEMENT for cause or default.

1 17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the  
2 importance of complying with all relevant State and Federal  
3 confidentiality laws, including the Health Insurance Portability and  
4 Accountability Act of 1996 (HIPPA) to the extent applicable. In  
5 addition, DISTRICT agrees to provide students and faculty with training  
6 in the requirements of the privacy and security provisions of HIPAA  
7 and to advise them of the importance of complying with Facility's  
8 policies and procedures relative to HIPAA.

9 18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
10 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ  
11 any unlawful discriminatory practices in employment of personnel or in  
12 any other respect on the basis of sex, race, color, ethnicity, national  
13 origin, ancestry, religion, age, marital status, medical condition,  
14 sexual orientation, physical or mental disability or any other  
15 protected group in accordance with the requirements of all applicable  
16 Federal or STATE law.

17 19.0 TOBACCO USE POLICY. In the interest of public health,  
18 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
19 of any tobacco products are prohibited in buildings and vehicles, and  
20 on any property owned, leased or contracted for by the SUPERINTENDENT  
21 pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with  
22 conditions of this policy could result in the termination of this  
23 AGREEMENT.

24 20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
25 or without cause, terminate this AGREEMENT with the giving of thirty  
(30) days prior written notice to the other party. However, once

1 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
2 of Health Care Services (DHCS), according to the School-Based Medi-  
3 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
4 terminate until the next quarter survey period.

5 21.0 NOTICE. All notices or demands to be given under this AGREEMENT  
6 by either party to the other shall be in writing and given either by:  
7 (a) personal service or (b) by U.S. Mail, mailed either by registered  
8 or certified mail, return receipt requested, with postage prepaid.  
9 Service shall be considered given when received if personally served  
10 or if mailed on the third day after deposit in any U.S. Post Office.  
11 The address to which notices or demands may be given by either party  
12 may be changed by written notice given in accordance with the notice  
13 provisions of this section. As of the date of this AGREEMENT, the  
14 addresses of the parties are as follows:

15 DISTRICT: Santa Ana Unified School District  
16 1601 East Chestnut Avenue  
17 Santa Ana, California 92701  
18 Attn: \_\_\_\_\_

19 SUPERINTENDENT: Orange County Superintendent of Schools  
20 200 Kalmus Drive  
21 Costa Mesa, California 92626  
22 Attn: Patricia McCaughey

23 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
24 redress for violation of, or to insist upon, the strict performance  
25 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.

1 23.0 SEVERABILITY. If any term, condition or provision of this  
2 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
3 void, or unenforceable, the remaining provisions will nevertheless  
4 continue in full force and effect, and shall not be affected, impaired  
5 or invalidated in any way.

6 24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
7 be governed by the laws of the State of California with venue in Orange  
8 County, California.

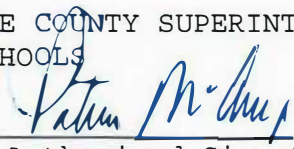
9 25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
10 attached hereto constitute the entire agreement among the Parties to  
11 it and supersedes any prior or contemporaneous understanding or  
12 agreement with respect to the services contemplated, and may be amended  
13 only by a written amendment executed by both Parties to the AGREEMENT.

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

15 DISTRICT: SANTA ANA UNIFIED  
16 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

17 BY: \_\_\_\_\_  
18 Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

19 PRINTED NAME: Manoj Roychowdhury

PRINTED NAME: Patricia McCaughey

20 TITLE: Asst. Supt., Business Services

TITLE: Administrator

21 DATE: \_\_\_\_\_

DATE: May 10, 2019

22 95-6002823  
23 FEDERAL IDENTIFICATION NUMBER

24 Santa Ana Unified School District-SMAA (48082)2019-2020  
25 ZIP4





Local Educational Consortium School-Based Medi-Cal Administrative Activities  
 Region 9 • Imperial, Orange, and San Diego Counties  
 Administered by the Orange County Superintendent of Schools

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
 DISTRICT INFORMATION  
 2019-2020**

**1 DISTRICT/SCHOOL**

Santa Ana Unified School District

Orange

*District/School Name*

*County*

Claiming Unit: \_\_\_\_\_

*If different than name above.*

**2 DISTRICT SMAA COORDINATOR**

Darek Jaronczyk

Director of Special Education Services

*Name*

*District Job Title*

1601 East Chestnut Avenue

Santa Ana, CA 92701

*Street Address*

*City, State, Zip*

\_\_\_\_\_  
*Mailing Address (if different than street address)*

\_\_\_\_\_  
*City, State, Zip*

714-558-5592

714-480-5311

darek.jaronczyk@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

Check the box for this person to:

- have access to the RMTS system  
 receive RMTS late notifications

**3 SUPERVISOR OF DISTRICT SMAA COORDINATOR**

Mayra Helguera, Ed.D

Assistant Superintendent Special Education Services/SELPA

*Name*

*District Job Title*

714-558-5832

714-480-5311

mayra.helguera@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

Check the box for this person to:

- be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)**

Laura Lopez

Medi-Cal Billing Programs Project Technician

*Name*

*District Job Title*

714-558-5803

714-480-5311

laura.lopez@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

Check the box for this person to:

- be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)**

Sophia Villaseñor Department Specialist  
*Name* *District Job Title*  
714-558-5554 714-480-5311 sophia.villasenor@sausd.us  
*Phone (please include extension)* *Fax* *Email*

- Check the box for this person to:  be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

Betty Calderon Budget Analyst  
*Name* *District Job Title*  
714-558-5608 714-558-5625 betty.calderon@sausd.us  
*Phone (please include extension)* *Fax* *Email*

- Check the box for this person to:  be included in all program communications  
 have access to the RMTS system

**6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR**

Paradigm Healthcare Services  
*Company Name*  
Jessica Holtrust Senior Account Manager  
*Contact* *Contact Job Title*  
500 Sansome Street San Francisco, CA 94111  
*Mailing Address* *City, State, Zip*  
415-317-3235 415-616-0910 jholtrust@paradigm-healthcare.com  
*Phone* *Fax* *Email*

---

Laura Lopez Medi-Cal Billing Programs Project Technician  
**PRINTED NAME OF PERSON FILLING OUT FORM** **JOB CLASSIFICATION TITLE**

May 13, 2019  
**DATE**

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
RMTS FEE INFORMATION  
2019-2020**

**RMTS Software Platform Fee**

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

<b>FY Quarter</b>	<b>Quarterly Participant Rate</b>
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
LEC FEE INFORMATION  
2019-2020**

**SUPERINTENDENT'S LEC Fee for Administrative Support**

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

**SUPERINTENDENT'S OPTIONAL SERVICES Fee**

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	July 1, 2019 – June 30, 2020

Santa Ana Unified School District

District Name

Manoj Roychowdhury, Asst. Supt., Business Services

Name (Type/Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: **Santa Ana Unified School District**

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: **Manoj Roychowdhury**

TITLE: **Assistant Superintendent, Business Services**

DATE: \_\_\_\_\_



## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2019 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Santa Ana Unified School District, a Local Education Agency (“**Client**”).

### RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

### TERMS

#### 1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

#### 2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2022 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

#### 3. *Paradigm LEA Billing Services.*

##### a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

**c. Claims Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

**e. Coordination with Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.



(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### 4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

#### 5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

#### 6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

#### 7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

##### a. **MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

**b. MAA Invoice Preparation & Submission Services.**

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

**8. Client's MAA Obligations.**

- a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- b. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
- c. **Official RMTS Participant Roster (TSP).** On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
- d. **Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
- e. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.
- f. **MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
- g. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
- h. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
- i. **Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

**j. Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

**9. *Additional Client Obligations.***

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

**10. *Fees and Payment Terms.***

**a. Fees for LEA Billing Services.**

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for interim reimbursement ("Interim Approved Claim"). The schedule of Paradigm flat fees for Interim Approved Claims is set forth in Appendix A subject to adjustment in accordance with the terms of Sub-paragraphs (2)-(5) following.

(2) **Sliding Scale Reduction of Paradigm Fees.** Paradigm's fees for LEA Billing Services in any Fiscal Year decrease whenever the dollar value of Client's Interim Approved Claims exceeds \$500,000 in that Fiscal Year. An additional decrease in Paradigm's fees will apply to Client's Interim Approved Claims in excess of \$500,000 in the same Fiscal Year. These fee reductions will apply prospectively, i.e., to LEA Billing claims receiving interim approval after an applicable threshold is reached and before the end of the Fiscal Year. The schedule of Paradigm's reduced fees at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event DHCS increases the reimbursement rates to Client for any LEA service claim during the Term of this Agreement, Paradigm's flat fee for such services will simultaneously and without requirement of prior notice to Client increase by the same percentage as the percentage DHCS increase.

(4) **Cap on Paradigm Fees.** Notwithstanding any other provision of this Paragraph (a) and the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed the following:

12% of the dollar value of the first \$500,000 of Interim Approved Claims;

10% of the dollar value of Interim Approved Claims in excess of \$500,000.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client is reimbursed for the claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.

(6) **Approval of Interim Approved Claims After the Termination of the Agreement.** Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement.

**b. Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net

Total Personnel Costs” as reported on Worksheets A and B, or (ii) \$7,500. Paradigm will invoice Client for CRCS services on an annual basis.

**c. Fees for MAA Billing Services.**

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$2,000 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client’s MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client’s MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.

**d. Substitution of Alternative Methodology and/or Fee Terms.** In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

**e. Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm’s gross income).

**11. *Protection of Confidential Information.***

**a. Definitions.**

(1) **“Client Confidential Information”** shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client’s designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by

Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **“Paradigm Confidential Information”** shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

(3) **“Confidential Information”** shall mean Client Confidential Information and Paradigm Confidential Information.

**b. Protection of Confidential Information.**

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm’s written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party’s obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

**c. Ownership and Use of Client Confidential Information.** Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using

student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

**d. Review and Correction.** Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

**e. Retention of Confidential Information.**

(1) Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

(2) Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

**f. Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

**g. Statutory Compliance.** A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

**h. Continuing Obligations.** The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

**12. Accuracy of Information.**

**a. Client Efforts.** Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole

responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

**b. Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

**13. *Limitation of Liability.***

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

**14. *Licenses and Permits.***

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.



## 15. *Indemnification.*

**a. Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

**b. Paradigm's Indemnification Obligations.** Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

**c.** The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

## 16. *Termination.*

**a. For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

**b. Without Cause.**

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. **Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

## **17. Paradigm Proprietary Rights.**

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

## **18. Miscellaneous.**

a. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail,

provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

**b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

**c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

**d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

**e. Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

**f. Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

**g. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

**h. Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any

conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

**i. Assignment.** Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

**j. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

**k. Counterparts.** This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

**PARADIGM:**

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 5/15/2019

Address:

Attn: Constance Laflamme

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

**CLIENT:**

SANTA ANA UNIFIED SCHOOL DISTRICT

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

Print Name: Manoj Roychowdhury

Title: Assistant Supt., Business Services

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

Address:

Attn: Manoj Roychowdhury

1601 East Chestnut Avenue

Santa Ana, California 92701

Phone: ( 714 ) 558 - 5895

Fax: ( 714 ) 558 - 5601

Appendix A - Fees for LEA Billing Services

	\$s to Client (@ 50% FMAP	Paradigm's Fees	
		Rate 1	Rate 2
<b>Non-Special Education Assessments</b>			
Developmental Assessment for Occupational Therapy	\$10.94	\$1.31	\$1.09
Developmental Assessment for Physical Therapy	\$11.80	\$1.42	\$1.18
Developmental Assessment for Speech Therapy	\$10.73	\$1.29	\$1.07
Nursing Health & Nutrition Assessment	\$10.33	\$1.24	\$1.03
Health Education & Anticipatory Guidance for Credentialed School Nurse/Phys	\$10.33	\$1.24	\$1.03
Health Education & Anticipatory Guidance for Mental Health	\$10.74	\$1.29	\$1.07
Hearing Assessment (Screening, Pure Tone, Air Only) - Under 18 Yrs	\$8.06	\$0.97	\$0.81
Hearing Assessment (Screening, Pure Tone, Air Only) - Over 18 Yrs	\$7.39	\$0.89	\$0.74
Hearing Assessment (Pure Tone Audiometry, Air Only) - Under 18 Yrs	\$12.09	\$1.45	\$1.21
Hearing Assessment (Pure Tone Audiometry, Air Only) - Over 18 Yrs	\$11.08	\$1.33	\$1.11
Psychosocial Status Assessment	\$10.74	\$1.29	\$1.07
Vision Screening	\$3.45	\$0.41	\$0.34
<b>Special Education Assessments</b>			
Initial/Triennial Audiological Assessment	\$95.45	\$11.45	\$9.54
Annual/Amended Audiological Assessment	\$71.59	\$8.59	\$7.16
Initial/Triennial Nursing Health Assessment	\$72.32	\$8.68	\$7.23
Annual/Amended Nursing Health Assessment	\$41.32	\$4.96	\$4.13
Physician's Health & Nutrition Assessment (I, T, A, AM) - 15 Min. Increments	\$10.33	\$1.24	\$1.03
Initial/Triennial Occupational Therapy Assessment	\$126.03	\$15.12	\$12.60
Annual/Amended Occupational Therapy Assessment	\$87.52	\$10.50	\$8.75
Initial/Triennial Physical Therapy Assessment	\$135.86	\$16.30	\$13.59
Annual/Amended Physical Therapy Assessment	\$94.35	\$11.32	\$9.43
Initial/Triennial Psychological Status Assessment	\$257.64	\$30.92	\$25.76
Annual/Amended Psychological Status Assessment	\$85.88	\$10.31	\$8.59
Psychosocial Status Assessment (I, T, A, AM) - 15 Min. Increments	\$9.42	\$1.13	\$0.94
Initial/Triennial Eval of Speech Fluency	\$33.03	\$3.96	\$3.30
Annual/Amended Eval of Speech Fluency	\$18.02	\$2.16	\$1.80
Initial/Triennial Eval of Sound Production	\$28.32	\$3.40	\$2.83
Annual/Amended Eval of Sound Production	\$15.45	\$1.85	\$1.54
Initial/Triennial Eval of Sound Production plus Language Comprehension/Expre	\$56.63	\$6.80	\$5.66
Annual/Amended of Sound Production plus Language Comprehension/Expres	\$30.89	\$3.71	\$3.09
Initial/Triennial Analysis of Voice and Resonance	\$28.32	\$3.40	\$2.83
Annual/Amended Analysis of Voice and Resonance	\$15.45	\$1.85	\$1.54
<b>Treatment Services</b>			
Initial Audiology Treatment (15-45 Min.)	\$43.75	\$5.25	\$4.37
Audiology Treatment - Additional 15 Min. Increments	\$11.93	\$1.43	\$1.19
Health Aide Treatment - 15 Min. Increments	\$4.40	\$0.53	\$0.44
Hearing Aid Check	\$27.84	\$3.34	\$2.78
School Nursing Treatment - 15 Min. Increments	\$10.33	\$1.24	\$1.03
LVN Treatments - 15 Min. Increments	\$5.22	\$0.63	\$0.52
Initial Occupational Therapy (15-45 Mins.)	\$41.57	\$4.99	\$4.16
Occupational Therapy - Additional 15 Min. Increments	\$10.94	\$1.31	\$1.09
Initial Physical Therapy (15-45 Min.)	\$37.74	\$4.53	\$3.77
Physical Therapy - Additional 15 Min. Increments	\$11.80	\$1.42	\$1.18
Initial Psychology/Counseling, Individual (15-45 Min.)	\$39.53	\$4.74	\$3.95
Psychology/Counseling, Individual - Additional 15 Min. Increments	\$10.74	\$1.29	\$1.07
Initial Psychology/Counseling, Group (15-45 Min.)	\$8.71	\$1.04	\$0.87
Psychology/Counseling, Group - Additional 15 Min. Increments	\$1.79	\$0.21	\$0.18
Initial Speech Therapy, Individual (15-45 Min.)	\$35.75	\$4.29	\$3.58
Speech Therapy, Individual - Additional 15 Min. Increments	\$10.73	\$1.29	\$1.07
Initial Speech Therapy, Group (15-45 Min.)	\$13.11	\$1.57	\$1.31
Speech Therapy, Group - Additional 15 Min. Increments	\$3.57	\$0.43	\$0.36
Targeted Case Management (TCM) - High	\$8.21	\$0.99	\$0.82
Targeted Case Management (TCM) - Med	\$7.20	\$0.86	\$0.72
Targeted Case Management (TCM) - Low	\$6.19	\$0.74	\$0.62
Transportation - One-Way Trip	\$9.27	\$1.11	\$0.93
Transportation Mileage - Per Mile	\$0.65	\$0.08	\$0.07

The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) a threshold is reached. The thresholds triggering a decrease in Paradigm fees are to the right.	<b>Rate 1</b>	<b>Rate 2</b>
	\$0 to \$500,000	Above \$500,000

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Positive Behavior Supports, Corp. hereinafter referred to as “CONTRACTOR.”

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 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:** Independent Educational Evaluations (IEEs) and Applied Behavior Analysis (ABA) for students with disabilities in accordance to students' Individualized Education Programs (IEPs).
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Ten Thousand Dollars and No Cents Dollars (\$10000).
  
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.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

CONTRACTOR:

**Positive Behavior Supports, Corp.**

\_\_\_\_\_  
\_\_\_\_\_

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

---

Signature

Jonathan Geiszler

---

Printed Name

Director of Purchasing

---

Title

---

Date Signed

By:

---

Signature

Onaida Sanchez

---

Printed Name

Regional Coordinator

---

Title

5/7/2019

---

Date Signed

\* Risk Manager will review all insurance requirements for the District.



### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Rebecca Segura hereinafter referred to as “CONTRACTOR.”

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 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:** Will provide mental health services for students in accordance to their Individualized Education Programs (IEPs).
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Two Hundred Forty Five Dollars and No Cents Dollars (\$79245).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

CONTRACTOR:

**Rebecca Segura**

\_\_\_\_\_  
\_\_\_\_\_

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

By:

  
\_\_\_\_\_  
Signature

Rebecca Segura

\_\_\_\_\_  
Printed Name

LCSW

\_\_\_\_\_  
Title

5/14/2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**,” and San Joaquin County Office of Education hereinafter referred to as “**CONTRACTOR**.”

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 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:** Annual fee for the use of the Special Education Information System (SEIS) and Desired Results Development Profile (DRDP) feature including Annual Maintenance Integration Services and Programming fees for OC-State forms.
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Fifty Nine Thousand Thirteen Dollars and No Cents Dollars (\$59013).
  
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.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**San Joaquin County Office of Education**  
\_\_\_\_\_  
\_\_\_\_\_

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

Jonathan Geiszler


\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

By:

  
\_\_\_\_\_  
Signature

John Arguelles

\_\_\_\_\_  
Printed Name

Division Director, CEDR

\_\_\_\_\_  
Title

5/20/19

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

CONFLICTS

The SEIS License Agreement shall supersede all contractual conflicts between it and this Consultant Agreement, in regards to, but not limited to, Indemnification, Warranty, Liability, Retention, Insurance, or Termination.

CA

### Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Scott Larson hereinafter referred to as "CONTRACTOR."

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 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:** Will provide psycho-educational Independent Educational Evaluations to special education student.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Four Thousand Dollars and No Cents Dollars (\$4000).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Scott Larson  
1151 Dove Street Suite 240  
Newport Beach, CA 92660**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.



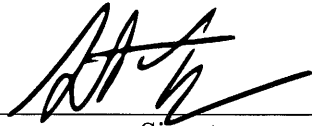
THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:



\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Jonathan Geiszler

Scott Larson, Ph.D.

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Director of Purchasing

Clinical Psychologist

\_\_\_\_\_

\_\_\_\_\_

Title

Title

05/17/19

\_\_\_\_\_

\_\_\_\_\_

Date Signed

Date Signed

\* Risk Manager will review all insurance requirements for the District.

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Dr. Shaun Harper, hereinafter referred to as “CONTRACTOR.”

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 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:** Guest speaker for the SAUSD All Employee Meeting on August 7, 2019. Dr. Harper’s message will focus on Educational Equity through the lens of MTSS.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **8/7/2019** and will diligently perform as required and complete performance by **8/7/2019**.
3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Eight Thousand Dollars and No Cents Dollars (\$8,000).
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: Travel costs.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and CONTRACTOR will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. DISTRICT and CONTRACTOR 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 CONTRACTOR will also engage in annual review of program content to ensure standards alignment that comply with DISTRICT approved coursework. The CONTRACTOR will provide their impact data based upon these metrics.

8. **Data Sharing:** In order to facilitate the evaluation of the program, the DISTRICT and CONTRACTOR will share aggregate student data for the purposes of determining program

impact in compliance with the Family Education Rights and Privacy Act (“FERPA”).

CONTRACTOR needs access to the following data:

--

*Confidentiality Compliance:*

To affect the transfer of data subject to federal, state and local laws or regulations, the CONTRACTOR 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 CONTRACTOR further agrees not to share data received under this contract with any other entity without DISTRICT approval.
- ii. Require all 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 CONTRACTOR 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 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 CONTRACTOR to any other 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 CONTRACTOR may only publish results of studies authorized by this agreement only if the CONTRACTOR has received approval

following the DISTRICTS Application to Conduct Educational Research in the Santa Ana Unified School District process. The CONTRACTOR 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.



17. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment**: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**Dr. Shaun Harper**

\_\_\_\_\_  
\_\_\_\_\_

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>TH</sup> DAY OF JUNE, 2019.

DISTRICT:

CONTRACTOR:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Jonathan Geiszler  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and The How Many Wins Foundation, hereinafter referred to as “CONTRACTOR.”

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 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:** Presentation by Jeff Eben. The DISTRICT will provide the following:
  - ~ Wireless mic preferred
  - ~ Equipment & area to project HMW Music Video (please keep mic on during video)
  - ~ Wheelchair accessible stage or designated presentation area
  - ~ Announcement & table for book signing and sales following Presentation
  - ~ 30 minutes following Presentation for book signing and Meet & Greet
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/25/2019** and will diligently perform as required and complete performance by **7/25/2019**.
  
3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Five Thousand Dollars and No Cents Dollars (\$5,000).

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.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and CONTRACTOR will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. DISTRICT and CONTRACTOR 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 CONTRACTOR will also engage in annual review of program content to ensure standards alignment that comply with DISTRICT approved coursework. The CONTRACTOR will provide their impact data based upon these metrics.

8. **Data Sharing:** In order to facilitate the evaluation of the program, the DISTRICT and CONTRACTOR will share aggregate student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act (“FERPA”).

CONTRACTOR needs access to the following data:

--

*Confidentiality Compliance:*

To affect the transfer of data subject to federal, state and local laws or regulations, the CONTRACTOR 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 CONTRACTOR further agrees not to share data received under this contract with any other entity without DISTRICT approval.
- ii. Require all 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 CONTRACTOR 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 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 CONTRACTOR to any other 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 CONTRACTOR may only publish results of studies authorized by this agreement only if the CONTRACTOR has received approval following the DISTRICTS Application to Conduct Educational Research in the Santa Ana Unified School District process. The CONTRACTOR 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved



services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment**: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

CONTRACTOR:

**The How Many Wins Foundation**  
**\_\_\_\_\_ 5733 N. 6th St \_\_\_\_\_**  
**\_\_\_\_\_ Fresno CA 93710 \_\_\_\_\_**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>TH</sup> DAY OF JUNE, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_

Signature

Jonathan Geiszler

\_\_\_\_\_

Printed Name

Director of Purchasing

\_\_\_\_\_

Title

\_\_\_\_\_

Date Signed

By:

\_\_\_\_\_

Signature

Jeffrey  
L. Eben

Digitally signed by Jeffrey L. Eben  
DN: cn=Jeffrey L. Eben, o=The How  
Many Wins Foundation,  
ou=Corporation,  
email=jeffebn@gmail.com, c=US  
Date: 2019.05.28 20:03:31 -0700

Jeffrey Eben

\_\_\_\_\_

Printed Name

CEO

\_\_\_\_\_

Title

\_\_\_\_\_

Date Signed

5/28/2019

\* Risk Manager will review all insurance requirements for the District.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Aeries Software hereinafter referred to as “CONTRACTOR.”

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 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:** Will provide professional services and support for Student Information System group training for staff and direct training in subject areas, such as master schedule, that require a high level of expertise and experience, on an “as needed” basis.
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Nine Thousand Dollars and No Cents Dollars (\$9,000).
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.



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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. ***Invoices:*** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment**: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

CONTRACTOR:

**Aeries Software**  
770 The City Dr. S. #6500  
Orange, CA 92868



26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:

*Brent Lloyd*

Signature

Signature

Jonathan Geiszler

*Brent Lloyd*

Printed Name

Printed Name

Director of Purchasing

*Vice President*

Title

Title

Date Signed

*5/14/2019*

Date Signed

\* Risk Manager will review all insurance requirements for the District.

**Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and E.A.P Tech, Inc. hereinafter referred to as “CONTRACTOR.”

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 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:** Will provide professional services to support and maintain mission-critical applications, including Active Directory, disaster recovery, SAN storage, SQL database, and forensic discovery, etc., on an “as needed” basis at a rate of \$145 per hour.
  
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2019** 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 Twenty Five Thousand Dollars and No Cents Dollars (\$25,000).
  
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.

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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**E.A.P Tech, Inc.  
12871 Western Ave, Suite G  
Garden Grove, CA 92841**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

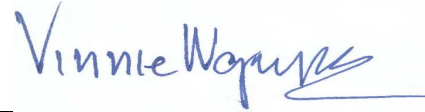
THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

By:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

Vinnie Nguyen

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

Sr. Network Engineer / Consultant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

05/15/2019

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

AGREEMENT NUMBER: 47737

2019-2020  
NETWORK SUPPORT SERVICES AGREEMENT  
SANTA ANA UNIFIED SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 1st day of July, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701-6322, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications and services via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications and services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)

- 1           6. Workflow (i.e. Pan, etc.) (Separate contract required)
- 2           7. Data Center Site Services-California (Separate contract
- 3                 required)
- 4           8. Data Center Site Services-Arizona (Separate contract
- 5                 required)
- 6           9. District circuit(s) handoff
- 7           10. Technical Support/Professional Services (Separate contract
- 8                 required)

9   3.0 TERM. This AGREEMENT shall be in full force and effect for  
10 the period commencing July 1, 2019, and ending on June 30, 2020,  
11 subject to termination as set forth in this AGREEMENT.

12 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services  
13 rendered pursuant to Section 2.0 of this AGREEMENT a total amount  
14 not to exceed Two thousand four hundred dollars (\$2,400.00). The  
15 charges are based on the actual expenses incurred by SUPERINTENDENT  
16 in supporting the connectivity between DISTRICT and SUPERINTENDENT  
17 through the circuit, Internet service providers, and vendors  
18 providing equipment, lines and services. DISTRICT shall be notified  
19 in writing of any increase in charges incurred by SUPERINTENDENT in  
20 supporting the network. DISTRICT agrees to pay SUPERINTENDENT the  
21 actual charges within thirty (30) days upon receipt of an itemized  
22 invoice from the SUPERINTENDENT.

23 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing  
24 technical support and assistance on SUPERINTENDENT'S Network between  
25 the DISTRICT and SUPERINTENDENT, provided however, that the  
availability or performance of this technical support service shall

1 not be construed as altering or affecting SUPERINTENDENT'S  
2 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S  
3 technical support via telephone shall be provided to DISTRICT  
4 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,  
5 excluding SUPERINTENDENT'S holidays.

6 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
7 shall be an independent contractor and shall be wholly responsible  
8 for the manner in which the services required by the terms of this  
9 AGREEMENT are performed. Nothing herein contained shall be  
10 construed as creating the relationship of employer and employee, or  
11 principal and agent, between SUPERINTENDENT and DISTRICT.  
12 SUPERINTENDENT assumes the responsibility for the acts of its  
13 employees or agents as they relate to the services to be provided.  
14 SUPERINTENDENT, its officers, agents, and employees, shall not be  
15 entitled to any rights, and/or privileges of DISTRICT'S employees  
16 and shall not be considered in any manner to be DISTRICT'S  
17 employees.

18 7.0 HOLD HARMLESS.

19 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
20 hold harmless DISTRICT, its Governing Board, officers, agents, and  
21 employees from every claim or demand and every liability loss,  
22 damage, or expense of any nature whatsoever which may be incurred by  
23 reason of any negligent acts or omissions of employees, agents or  
24 officers of SUPERINTENDENT or the Orange County Board of Education  
25 during the period of this AGREEMENT.



1 B. DISTRICT hereby agrees to indemnify, defend, and hold  
2 harmless SUPERINTENDENT, the Orange County Board of Education, and  
3 its officers, agents, and employees from every claim or demand and  
4 every liability, loss, damage, or expense of any nature whatsoever  
5 which may be incurred by reason of any negligent acts or omissions  
6 of employees, agents or officers of DISTRICT during the period of  
7 this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
9 they will not engage in unlawful discrimination of persons because  
10 of race, color, religious creed, national origin, ancestry, physical  
11 handicap, medical condition, marital status, or sex of such persons.

12 9.0 APPLICABLE LAW. The services completed herein must meet the  
13 approval of the DISTRICT'S general right of inspection to secure the  
14 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
15 to comply with all federal, state and local laws, rules, regulations  
16 and ordinances that are now or may in the future become applicable  
17 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel  
18 engaged in operations covered by this AGREEMENT or occurring out of  
19 the performance of such operations.

20 10.0 ASSIGNMENT. Neither party shall subcontract or assign this  
21 AGREEMENT or the performance of any of the services set forth in  
22 this AGREEMENT without prior written approval of the non-assigning  
23 party.

24 11.0 TERMINATION. This AGREEMENT may be terminated by  
25 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
sixty (60) days prior written notice to the other party.

1 12.0 TOBACCO USE POLICY. In the interest of public health, the  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
3 use of any tobacco products are prohibited in buildings and  
4 vehicles, and on any property owned, leased or contracted for by the  
5 SUPERINTENDENT. Failure to abide with conditions of this policy  
6 could result in the termination of this AGREEMENT.

7 13.0 NOTICES. All notices or demands to be given under this  
8 AGREEMENT by either party to the other shall be in writing and given  
9 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
10 registered or certified mail, return receipt requested, with postage  
11 prepaid. Service shall be considered given when received if  
12 personally served or, if mailed, on the third (3rd) day after  
13 deposit in any U.S. Post Office. The address to which notices or  
14 demands may be given by either party may be changed by written  
15 notice given in accordance with the notice provisions of this  
16 section. As of the date of this AGREEMENT the addresses of the  
17 parties are as follows:

18 DISTRICT: Santa Ana Unified School District  
19 1601 East Chestnut Avenue  
Santa Ana, California 92701-6322  
Attn: \_\_\_\_\_

20 SUPERINTENDENT: Orange County Superintendent of Schools  
21 200 Kalmus Drive  
P.O. Box 9050  
22 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

23 14.0 SEVERABILITY. If any term, condition or provision of this  
24 AGREEMENT is held by a court of competent jurisdiction to be  
25 invalid, void, or unenforceable, the remaining provisions will

1 nevertheless continue in full force and effect and shall not be  
2 affected, impaired or invalidated in any way.

3 15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
4 shall be governed by the laws of the State of California, with venue  
5 in Orange County, California.

6 16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
7 attached hereto constitute the entire AGREEMENT between  
8 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
9 made shall be ineffective to modify this AGREEMENT in whole or in  
10 part unless such agreement is embodied in an Amendment to this  
11 AGREEMENT which has been signed by both Parties. This AGREEMENT  
12 supersedes all prior negotiations, understandings, representations  
13 and agreements.

14 IN WITNESS WHEREOF, the Parties hereto have caused this  
15 AGREEMENT to be executed.

16 DISTRICT: SANTA ANA UNIFIED  
17 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

17 BY: \_\_\_\_\_  
18 Authorized Signature

BY:   
Authorized Signature

19 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

20 TITLE: \_\_\_\_\_

TITLE: Administrator

21 DATE: \_\_\_\_\_

DATE: March 8, 2019

23 SAUSD-Network Support Services Agreement 2019-2020 (47737)  
24 ZIP4

### **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and CollegeSpring hereinafter referred to as “CONTRACTOR.”

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 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:** SAT preparation programming to selected juniors
2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 7/1/2019 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 Ninety Eight Thousand Dollars and No Cents Dollars (\$98000).
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.
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 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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 his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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”). CONTRACTOR needs access to the following data:

--

*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 approval.
- ii. Require all 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 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 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 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Invoices:** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved

services as outlined in section 1, *Services to be provided by CONTRACTOR* at the cost outlined in section 3, *Compensation*.

10. **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.

11. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said 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.

12. **Conflict of Interest:** CONTRACTOR represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no 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.

(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.

13. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day 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; 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, 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 other party, or no later than three days after the day of mailing, whichever is sooner.

14. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, CONTRACTOR and its subcontractors working independently with students shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School 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.

15. **Tuberculosis Examination:** CONTRACTOR shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT 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).

16. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 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 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 liability for damages which result from the 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.

17. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general 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.

18. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

19. **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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

20. **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.

21. **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.

22. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

23. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

24. **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.

25. **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  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

**CONTRACTOR:**

**CollegeSpring  
800 S. Figueroa St. Suite 760  
Los Angeles, CA 90017**

26. **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.

27. **Attorney Fees/Costs:** Should litigation be necessary to enforce 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.

28. **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.

29. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_

Signature

Jonathan Geiszler

\_\_\_\_\_

Printed Name

Director of Purchasing

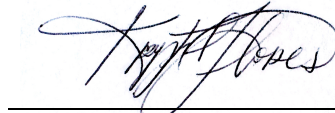
\_\_\_\_\_

Title

\_\_\_\_\_

Date Signed

By:



\_\_\_\_\_

Signature

Krystal O'Leary

\_\_\_\_\_

Printed Name

Head of California

\_\_\_\_\_

Title

\_\_\_\_\_

May 8, 2019

Date Signed

\* Risk Manager will review all insurance requirements for the District.

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.8 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2018-19 and 2019-20 School Years</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 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 2018-19 and 2019-20 school years.
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.</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.</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 2018-19 and 2019-20 School Years

**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 2018-19 and 2019-20 school years

**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 2018-19 and 2019-20 school years.

**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 2018-19 and 2019-20 school years.

MR:jg:mm

**File Attachments**

2019-20 - No Cost Agreements List - FINAL\_R.pdf (501 KB)

No Cost Agreements - June 11.pdf (8,811 KB)



## Annual Listing of No-Cost Community Partnership Agreements

June 11, 2019

### 2019-20 Community Partnerships Recommended for Board Approval

#	PARTNER	DEPARTMENT	SERVICE	AGREEMENT START DATE	AGREEMENT END DATE
1	Project Youth OCBF (Project SELF)	Career Technical Education	Summer internship for students in the legal field	1-Jul-19	30-Jun-20
2	America on Track	Community Relations	Nutrition and health classes, leadership development for students, higher education guidance and imprisoned parent/family program.	1-Jul-19	30-Jun-20
3	Children's Bureau	Community Relations	Parenting Education, Case Management Services, Developmental Screenings, Mental Health Screenings and Community Mental Health Trainings for Parents or Providers.	1-Jul-19	30-Jun-20
4	KidHealthy	Community Relations	Parent led active recess and health education program. Parents learn about advocacy, school wellness policy, nutrition, health & physical activity.	1-Jul-19	30-Jun-20
5	National Alliance on Mental Illness	Community Relations	Mental health programs for students (Ending the silence- symptoms of mental illness, warning signs of suicide) and families (Ending the silence for parents, family to family program basics on mental illness and support groups.)	1-Jul-19	30-Jun-20
6	OC Labor Federation	Community Relations	Leadership development program for parents that includes civic structures, recognizing community issues, identifying issue and developing solutions, communications & media, public speaking and writing, opportunity to serve, heard on community organizing and boards and commissions.	1-Jul-19	30-Jun-20
7	Olive Crest	Community Relations	Parent Education Sessions / Active Parenting	1-Jul-19	30-Jun-20
8	Phoenix House	Community Relations	Community services at wellness centers	1-Jul-19	30-Jun-20
9	The Mission Continues	Community Relations	Beautification projects in Wellness Centers throughout Santa Ana to create a more welcome feel, add elements such as "kids zones", create rooms and spaces more conducive to multiple services offered in the Wellness Centers.	1-Jul-19	30-Jun-20
10	Fristers	Early Childhood Education	Provides parenting education, transportation, referrals & child care to teen parents	1-Jul-19	30-Jun-20
11	Abrazar, Inc.	Educational Services	Financial empowerment services and community resources at the Washington Elementary Wellness Center.	1-Jul-19	30-Jun-20
12	All for Kidz- Ned Show	Educational Services	PBIS assemblies	1-Jul-19	30-Jun-20
13	California State University, Fullerton	Human Resources	Teaching internships	1-Jul-19	30-Jun-25
14	California State University, Fullerton	Human Resources	Student teaching agreement	1-Jul-19	30-Jun-25
15	Concordia Univesity	Human Resources	Student teaching agreement	1-Jul-19	31-Dec-22
16	Virtual Dental Care	Pupil Support Services	Teledentistry services	1-Jul-19	30-Jun-20
17	Orange County Department of Education	Technology Innovation Services	Internet Access Agreement	1-Jul-19	30-Jun-20

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Project Youth OCBF (Project SELF), hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Summer internship for students in the legal field
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.
  
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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

--

*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 approval.

- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material

violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.



21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**Project Youth OCBF (Project SELF)**

---

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

Karen Ruan

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

5/28/19  
\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and America on Track, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Nutrition and health classes, leadership development for students, higher education guidance and imprisoned parent/family program.
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.
  
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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

--

*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 approval.

- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material

violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).



13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**America on Track  
600 W. Santa Ana Blvd., Suite 710**  

---

**Santa Ana, CA 92701**

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

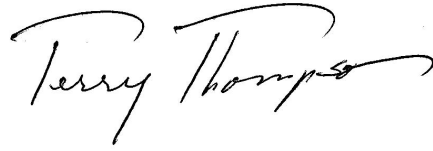
THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

By:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

Terry Thompson

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

05/28/2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Children's Bureau, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Parenting Education, Case Management Services, Developmental Screenings, Mental Health Screenings and Community Mental Health Trainings for Parents or Providers.
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.

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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

--

*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 approval.
- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than

three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**Children's Bureau**

505, Anaheim Blvd. #241  
Anaheim, CA 92805

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. *Exhibits*: This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

\_\_\_\_\_  
Signature

By:

Valerie Brawks  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Valerie Brawks

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

Director of Community Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

5/28/19

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and KidHealthy, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Parent led active recess and health education program. Parents learn about advocacy, school wellness policy, nutrition, health & physical activity.
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.



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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

--

*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 approval.
- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

- (a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.
- (b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than

three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**KidHealthy**

1901 E. 4th Street, Suite 100

---

Santa Ana, CA 92705

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.



THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

By:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

Valerie Fryer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

Director of Finance & Business Services, OneOC

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

5-28-19

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and National Alliance on Mental Illness, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Mental health programs for students (Ending the silence- symptoms of mental illness, warning signs of suicide) and families (Ending the silence for parents, family to family program basics on mental illness and support groups.)
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.

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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

--

*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 approval.
- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

- (a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.
- (b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than

three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.



21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**National Alliance on Mental Illness**

---

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

STEVE PITMAN

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

PRESIDENT, BOARD OF DIRECTORS

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

5/24/2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and OC Labor Federation, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Leadership development program for parents that includes civic structures, recognizing community issues, identifying issue and developing solutions, communications & media, public speaking and writing, opportunity to serve, head on community organizing a
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.

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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

*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 approval.
- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than

three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).



13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**OC Labor Federation**

309 N. Rampart St, Suite A  
Orange, CA 92868

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. Exhibits: This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jonathan Geiszler

*Gloria Alvarado*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of Purchasing

*Executive Director*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

*05/28/2019*  
\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Olive Crest, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Active Parenting Classes
  
2. **Term:** PARTNER shall commence providing services under this MOU on 7/1/2019 and will diligently perform as required and complete performance by 6/30/2020.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.
  
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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

--

***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 approval.

- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material

violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**Olive Crest**

---

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. *Exhibits:* This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

\_\_\_\_\_  
Signature

By:

  
\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Donald A. Verleur

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

5/29/2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Phoenix House, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Community services at wellness centers
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.
  
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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

--

*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 approval.

- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material

violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

~~Phoenix House~~ Phoenix House  
Shauna Morris

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.



THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

\_\_\_\_\_  
Signature

By:

Shawna Morris  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Shawna Morris

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

President & CEO

\_\_\_\_\_  
Title

Date Signed

\_\_\_\_\_

5/28/19

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and The Mission Continues, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Beautification projects in Wellness Centers throughout Santa Ana to create a more welcome feel, add elements such as "kids zones", create rooms and spaces more conducive to multiple services offered in the Wellness Centers.
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.

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 MOU.

PARTNER’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her 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. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act (“FERPA”). PARTNER needs access to the following data:

N/A
-----

*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 approval.
- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

- (a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.
- (b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than

three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.



21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

DISTRICT:

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

PARTNER:

**The Mission Continues**

---

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

\_\_\_\_\_  
Signature

By:

  
\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Behkie Aguilar

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

Senior City Impact Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

May 29, 2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Fristers, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Provides parenting education, transportation, referrals & child care to teen parents
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.
  
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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). PARTNER needs access to the following data:

*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 approval.

- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material

violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).



13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**Fristers**

---

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

By:



\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Jonathan Geiszler

Ali Woodard

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Director of Purchasing

President & CEO

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date Signed

Date Signed

5/28/19

\* Risk Manager will review all insurance requirements for the District.

## Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and **Abrazar, Inc.**, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Financial empowerment services and community resources at the Washington Elementary Wellness Center.
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.
  
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 MOU.

PARTNER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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 student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act (“FERPA”). PARTNER needs access to the following data:

--

*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 approval.

- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material

violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

✓

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**  
**Santa Ana Unified School District**  
**1601 E. Chestnut Ave**  
**Santa Ana, CA 92701**

**PARTNER:**  
**Abrazar, Inc.**  
\_\_\_\_\_  
\_\_\_\_\_

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

MARCO VIRENTI

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

CEO

\_\_\_\_\_  
Title

Date Signed

\_\_\_\_\_  
Date Signed

6/28/19

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

✓

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and All for Kidz-Ned Show, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** PBIS assemblies
  
2. **Term:** PARTNER shall commence providing services under this MOU on **7/1/2019** and will diligently perform as required and complete performance by **6/30/2020**.
  
3. **Compensation:** Parties agree that there is no cost to pay the PARTNER for services satisfactorily rendered pursuant to this MOU.
  
4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT.
  
5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. 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 MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER’s employees.
  
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 MOU.

PARTNER’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. 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. (N/A)

8. **Data Sharing:** In order to facilitate the evaluation of the program, the DISTRICT and PARTNER will share student data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act (“FERPA”). PARTNER needs access to the following data:

(N/A)
-------

*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 approval.

- ii. Require all employees, PARTNERS 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, PARTNER or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other 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 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 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, PARTNERS 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 SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

#### *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. **Conflict of Interest:** PARTNER represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That PARTNER has no 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 MOU.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this MOU, 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 MOU, then the DISTRICT may terminate the MOU immediately upon written notice to PARTNER; such termination of the MOU shall be effective upon the receipt of such notice by PARTNER.

10. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material

violation of this MOU by the PARTNER; 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 MOU shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another 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 other party, or no later than three days after the day of mailing, whichever is sooner.

11. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its subPARTNERS shall ensure that all employees working with the Santa Ana Unified School 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 Santa Ana Unified School District's Department of School Police. PARTNER will ensure that subPARTNERS 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.

12. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that subPARTNERS 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).

13. **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 liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(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 MOU, however caused, except for liability for damages referred to above which result from the 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 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 MOU, whether said injury or damage occurs either on or off PARTNER's property, except for liability for damages which result from the sole negligence or willful misconduct of the PARTNER 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 MOU.

14. **Insurance:** Pursuant to Section 10, PARTNER agrees to carry a comprehensive general 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 MOU. 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.

15. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

16. **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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

17. **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 MOU.

18. **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 MOU.

19. **Entire Agreement/Amendment:** This MOU and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

20. **Nondiscrimination:** PARTNER agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

21. **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 MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT:**

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

**PARTNER:**

**All for Kidz- Ned Show**

20700 44th Ave. W, Ste. 220

---

Lynnwood, WA 90836

---

23. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

25. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

26. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.



THIS MOU IS ENTERED INTO THIS 1<sup>ST</sup> DAY OF JULY, 2019.

DISTRICT:

PARTNER:

By:

\_\_\_\_\_  
Signature

By:

*Marquesa Dixon*  
\_\_\_\_\_  
Signature

Jonathan Geiszler

\_\_\_\_\_  
Printed Name

Marquesa Dixon

\_\_\_\_\_  
Printed Name

Director of Purchasing

\_\_\_\_\_  
Title

Logistics Coordinator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

May 28th, 2019

\_\_\_\_\_  
Date Signed

\* Risk Manager will review all insurance requirements for the District.

**CALIFORNIA STATE UNIVERSITY, FULLERTON**  
Teaching Internship Agreement

THIS AGREEMENT is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton** ("University") and **Santa Ana Unified School District** ("Affiliate"), referred to herein singularly as "party" or collectively as "parties," for the Term indicated herein.

WHEREAS, 1) University operates at least one Intern program which provides the requisite education and training for candidates; each admitted candidate shall be referred to herein as an ("Intern") pursuing one or more California Preliminary Teaching Credentials; and 2) every Intern program ("Intern Program(s)") included in this Agreement is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer Intern options in these programs;

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth below, University and Affiliate hereby agree to the following for those University Preliminary Teaching Credential Program(s) indicated below:

Multiple Subject Program	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Single Subject Program	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Education Specialist (Early Childhood, Mild/Moderate, and Moderate/Severe)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

1. **TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE.** This Agreement shall remain in full force and effective for an initial term of six (6) years beginning July 01, 2019 to June 30, 2025 ("Term"). Either party may terminate this Agreement during the stated Term by notifying the other party with at least thirty (30) days' advance written notice of the intention to terminate; however, any such termination by the Affiliate will not be effective against any Intern who on the date of provision of said notice was participating in an Intern Program until such Intern has completed the Intern Program as initially agreed upon.
  
2. **INTERN QUALIFICATION.** Intern requirements are subject to change during the Term of this Agreement, hence, University shall ensure satisfaction of all applicable Education Code and CTC requirements in effect for and applicable to each Intern and Intern's respective Intern Program at the time of admission. University shall verify satisfaction or completion, as appropriate, of each of the following qualifications for every candidate admitted to any of its Intern Programs.
  - A. Completion of a baccalaureate or higher degree from a regionally accredited institution of postsecondary education;
  - B. Successful demonstration of basic skills proficiency (i.e. reading, writing, and mathematics) as required by Education Code Sections 44325, 44326, and 44453;
  - C. Completion of all pre-service Preliminary Credential Program requirements per Education Code Section 44320(d) and CTC Common Standards as well as respective Intern Program requirements, which currently include English Learner Authorization.; and
  - D. Demonstration of subject matter competence, as applicable:
    - i. **For Single Subject and Multiple Subject Interns.** Subject matter competence either by passing the Commission-approved subject matter examination(s) or completion of an approved subject matter preparation program, as required by Education Code Section 44325(c)(3).
    - ii. **Education Specialist Interns.** Passing of the Commission-approved subject matter examination(s) for a core subject content area as required through the approved program , per Education Code Section 44252(b).

**3. INTERN SUPERVISION AND SUPPORT.**

- A. University shall guide the development of the individual plan for mentoring support and professional development of each Intern, including coursework and fieldwork.
- B. Affiliate shall appoint, maintain, evaluate, and compensate trained support persons at each Intern's work site. In addition, Affiliate shall define and document the type and frequency of support services to be provided, including identification of regular, ongoing time for support persons to work with each Intern.
- C. Affiliate shall identify to University an assigned Mentor and support persons, all of whom shall first be determined to meet all required qualifications established by the Education Code and CTC which are in effect at the time of Intern assignment. Affiliate shall then provide appropriate training for performance of Mentor and support persons prior to an Intern assuming daily teaching responsibilities.
- D. Affiliate shall document that each Mentor meets established qualifications which currently include:
  - 1. possession of a valid corresponding Clear or Life Credential, and
  - 2. a minimum of three (3) years of successful teaching experience, and
  - 3. if specified English Learner support is to be provided, possession of an English Learner Authorization in addition to the other requirements established by the CTC.
- E. University shall assign an appropriate Supervisor for each Intern who meets established qualifications which currently include:
  - 1. subject matter competency which is current and appropriate for the grade level taught;
  - 2. an understanding of the context of public schooling;
  - 3. the ability to model best professional practices in teaching and learning, scholarship, and service;
  - 4. knowledge of diverse abilities including cultural, language, ethnic, and gender diversity; and
  - 5. a thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula.
- F. Once an Intern has assumed daily teaching responsibilities, Supervisor and Mentor will communicate and collaborate regularly to provide appropriate support and supervision, including English Learner support, if applicable, related to the needs of the assigned Intern, per Education Code Section 44462.
- G. University and Affiliate shall also coordinate the tracking and documentation of Intern support and supervision hours.
- H. Affiliate and University shall cooperate regarding the provision and documentation of support and supervision hours for each Intern to ensure that minimum CTC requirements are met. Currently, the minimum combined support and supervision hours must total 144, and a minimum of two hours of combined support and supervision is required to be provided to the Intern every five instructional days.
- I. Affiliate and University will cooperate with the oversight, operation, and evaluation of the Intern Program in accordance with applicable CTC Common Standards.

**4. INTERN ASSIGNMENT REQUIREMENTS.**

- A. Public school districts and county offices of education are eligible Affiliates for all Intern Programs while an Affiliate that is either a) organized as a non-public school, or b) contracted with regional centers to provide services to babies and toddlers with disabilities, is only eligible for the Special Education Program(s) noted herein per Education Code Sections 44321 and 44452.
- B. Affiliate shall hire each Intern on a part-time or full-time probationary or temporary contract with pay and benefits, including workers' compensation coverage, commensurate with the Intern assignment.
- C. Affiliate shall assign each Intern to assume the functions which are authorized by said Intern's teaching or services credential per Education Code Section 44454.
- D. University stipulates that Intern's services meet the instructional or service needs of the participating Affiliate(s) in accordance with Education Code Section 44458.
- E. Affiliate shall ensure that each bilingual Intern is placed in an appropriate bilingual setting to allow Intern to apply and practice appropriate bilingual instruction.
- F. Affiliate shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success including but not limited to such elements as a supportive principal, available peer support, class selection, etc.

- G. Affiliate shall provide each Intern with a full range of teaching responsibilities indicative of a full-time or part-time teacher, as appropriate.
- H. If it is necessary for an Intern to attend class at University and/or complete necessary classroom observations of credentialed teachers, Affiliate shall permit the Intern to use appropriate release time from teaching responsibilities when such Intern has notified Affiliate of such needed release time prior to assignment. Release time requested shall allow for sufficient travel time and Affiliate acknowledges that a University class may begin as early as 4:00 p.m.

**5. INTERN EVALUATION AND PROGRAM OVERSIGHT.**

- A. Affiliate shall work with University to provide annual evaluations of each Intern as required for credential decisions.
- B. Affiliate has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester, as needed.
- C. University Intern Program coordinators shall coordinate meeting of the Internship Advisory Boards(s), as needed.
- D. Per CTC Preconditions for Internship Programs, the parties to this Agreement certify that Interns will not displace certificated employees in the participating school districts. Both parties further certify that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

**6. TENURE ELIGIBILITY.** Tenure eligibility for any Intern hired by Affiliate under this Agreement shall be in accordance with Education Code Section 44466.

**7. INDEMNIFICATION.** University shall defend, indemnify, and hold harmless Affiliate, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, agents, and volunteers.

Affiliate shall defend, indemnify, and hold harmless the University, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officers, employees, and agents.

**8. DISPUTE RESOLUTION.** In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties.

**9. NO AGENCY RELATIONSHIP CREATED.** Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose.

**10. INSURANCE REQUIREMENTS.** University and Affiliate shall each secure and maintain insurance coverage during the Term, at their respective sole expense, of the types noted below and with the respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party reserves the right to request, and agrees to provide upon request, documentation of such coverage(s). If any documented policy is cancelled before the expiration thereof, written notice shall be delivered to the other party in accordance with policy provisions. Each party acknowledges that such insurance coverage requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A, VII or equivalent or as accepted by the other party.

- A. **Comprehensive or Commercial Form General Liability (including Contractual Liability) with minimum limits as follows:**
  - Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000
- B. **Workers' Compensation Liability:**
  - Minimum limit as required by statute
  - Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease
- C. **Professional Liability coverage** (appropriate to the professional activities):
  - Minimum limits: \$1,000,000 per claim, \$2,000,000 per policy
  - Coverage to be maintained for a period of five (5) years beyond the Term of this Agreement
- D. **Automobile Liability coverage**
  - Minimum limit: \$1,000,000 combined single limit.

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change ("renegotiation period"). New Agreement terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5<sup>th</sup> Floor, Long Beach, CA 90802-4210.

- 11. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
- 12. **MODIFICATIONS AND NOTICES.** Any modification to this Agreement shall be enforceable only if such modification is presented in writing and subsequently signed by an authorized representative of each party ("Amendment"). Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and delivered using an independently traceable means of delivery to the other party, as applicable.

**University mailing address:**  
California State University, Fullerton  
Attn: Contracts & Procurement  
2600 Nutwood Ave., Suite 300  
Fullerton, CA 92831

**Affiliate mailing address:**  
Santa Ana Unified School District  
Attn: Alicia Skibby  
1601 East Chestnut Avenue  
Santa Ana, CA

For programmatic questions, please contact the College of Education (specify the Intern Program):  
CSUF College of Education  
2600 Nutwood Ave., Suite 500  
Fullerton, CA 92831  
Ph: 657/278-3411

This Agreement is hereby executed by the authorized representative of each party entered and as of the dates written below.

**CALIFORNIA STATE UNIVERSITY,  
COLLEGE OF EDUCATION**

**SANTA ANA UNIFIED SCHOOL DISTRICT**

Signed: Melinda Pierson

Signed: \_\_\_\_\_

Print: Melinda R. Pierson

Print: \_\_\_\_\_

Title: Chair, SPED

Title: \_\_\_\_\_

Date: 5/30/19

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

**CALIFORNIA STATE UNIVERSITY,  
FULLERTON:**

**Union Bargaining Unit Representative  
(if required):**

Signed: Alexander Arias

Signed: \_\_\_\_\_

Print: Alexander Arias

Print: \_\_\_\_\_

Title: Buyer I

Title: \_\_\_\_\_

Date: 5/28/2019

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

**If Board Approval is Required:**  
**BOARD APPROVAL DATE:**

\_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-1038**

THIS AGREEMENT is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton** ("University") and **Santa Ana Unified School District** ("Affiliate"), referred to herein singularly as "party" or collectively as "parties," for the TERM defined herein and with the mailing address as noted for each party.

**WHEREAS**, Affiliate is authorized to enter into agreements with University in order to provide teaching experience through practice teaching to students enrolled in teacher training curricula of University; and

**WHEREAS**, any such student enrolled in teacher training curricula of University who is assigned to a location under Affiliate jurisdiction shall be referred to herein as a "Student Teacher" or collectively as "Student Teachers"; and

**WHEREAS**, any such agreement may provide for an honorarium for services rendered by an employee of an Affiliate, each referred to herein as a "Supervising Teacher," of an amount not to exceed the actual cost to Affiliate for the services rendered by such Supervising Teacher; and

**WHEREAS**, it has been determined between the parties hereto that honorarium amount(s) authorized by University which are invoiced by and payable to Affiliate under this Agreement shall not exceed the actual cost to Affiliate for the services rendered by any Supervising Teacher; and

**WHEREAS**, each honorarium paid to Affiliate hereunder is intended to be transmitted promptly by the Affiliate to the Supervising Teacher as compensation for and recognition of services performed for the benefit of the Student Teacher in the Supervising Teacher's charge;

**NOW, THEREFORE**, it is mutually agreed between University and Affiliate as follows:

1. **TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE.** This Agreement shall remain in full force and effective for an initial term of six (6) years beginning July 01, 2019 to June 30, 2025 ("Term"). This Agreement may be terminated at any time by written mutual agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall said termination take effect with respect to any Student Teacher. In the event that the termination of this Agreement affects any active Student Teacher placement, such Student Teacher shall be permitted to complete training for any semester in which termination would otherwise occur.
2. **PRACTICE TEACHING.** Affiliate shall provide practice teaching experience to Student Teachers in schools and classes under the jurisdiction of Affiliate on a semester basis. Such practice teaching shall be provided under direct supervision and instruction of certified teachers of Affiliate, as Affiliate and University, through their duly authorized representatives, may agree upon.

"Practice teaching" as used herein and elsewhere in this Agreement implies active participation in duties and functions of classroom teaching under directly supervised instruction by Affiliate employees holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing said Affiliate employees to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-1038**

- 3. STUDENT TEACHER ASSIGNMENT.** No guarantee is either expressed or implied in regard to the number of Student Teachers who may be assigned to Affiliate in any given semester during the Term. An assignment of a Student Teacher to practice teaching in schools or classrooms in Affiliate's jurisdiction shall be at the discretion of the University and either for a period of approximately nine (9) weeks or for a period of approximately eighteen (18) weeks, and a Student Teacher may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

A semester unit of practice teaching under this Agreement is considered approximately

- a) twenty (20) minutes of practice teaching conducted per day, five (5) days per week, for eighteen (18) weeks for elementary and secondary schools, or
- b) twenty (20) minutes of practice teaching conducted per day, three (3) days per week, for eighteen (18) weeks during regular session for community colleges and/or adult schools.

Assignment of a Student Teacher to practice teaching in the jurisdiction of Affiliate shall be deemed to be effective for purposes of this Agreement as of the date on which the Student Teacher presents to the proper authorities of Affiliate the assignment card or other document given to the Student Teacher effecting such assignment but not earlier than the date of such assignment as shown on such card or other document.

Affiliate may, at its sole discretion, refuse to accept for practice teaching any student of the University assigned to practice teaching at a location under Affiliate jurisdiction. Upon request of Affiliate, University, at its sole discretion, may terminate the assignment of said Student Teacher and henceforth reassign said Student Teacher either to another location within Affiliate jurisdiction or to a location outside of Affiliate jurisdiction, as appropriate.

- 4. HONORARIUM.** University shall remit an honorarium to Affiliate on for performance of all services required to be performed under this Agreement, including submission of an appropriately detailed invoice, at the rate of \$25.00 for each semester unit of practice teaching per assigned Student Teacher as defined herein ("Rate"). Payment will be issued subsequent to verification of invoice(s) and review of the Supervising Teacher's evaluation, both of which are to be submitted by Affiliate at the close of each semester. Due to variations in fieldwork requirements, and for illustrative purposes only, payments are typically calculated at \$125 for the first assignment and \$250 for the second assignment, respectively. Absences of a Student Teacher from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the Student Teacher by Affiliate. *Invoice Submission Instructions shall be provided to Affiliate separately from this Agreement by a College of Education representative.*

In the event the assignment of a Student Teacher to practice teaching is terminated by the University for any reason, the Affiliate shall receive payment on account of such Student Teacher, except in such cases where such assignment is terminated before the end of the ninth week of the assignment, in which case Affiliate shall receive payment for an assignment of nine (9) weeks only.

If a Student Teacher is assigned by the University to another Supervising Teacher or location within the jurisdiction of Affiliate after a Student Teacher assignment has become effective, this reassignment shall be considered for payment purposes as an entirely new and separate assignment. In the event of such reassignment, the Supervising Teacher who supervises the majority of the assignment and submits the required evaluation shall be considered qualified for payment purposes.



**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-1038**

- 5. INVOICING AND PAYMENT.** Within a reasonable time following the close of each semester of University, Affiliate shall submit an invoice to University for payment at the Rate provided herein for all semester units of practice teaching provided by Affiliate under and in accordance with this Agreement during said semester. Affiliate shall attach to the invoice a certificate executed by a duly authorized representative of Affiliate certifying that the Affiliate expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University shall pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State of California.

Notwithstanding any other provisions of this Agreement, University shall not be obligated by this Agreement to pay Affiliate any amount in excess of the Rate as set forth in the Special Provisions, any amount for services provided outside of the Term of this Agreement, or any amount for services which do not comply with the requirements stated herein.

- 6. INDEMNIFICATION.** University shall defend, indemnify, and hold harmless the Affiliate, its officials, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, employees, or agents.

Affiliate shall defend, indemnify, and hold harmless the University, its officials, employees, volunteers and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officials, employees, or agents.

- 7. PRIVACY LAWS.** University will instruct Student Teachers to comply with all applicable privacy laws and statutory regulations in regard to safeguarding personally identifiable Affiliate student information including but not limited to the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g; 34 CFR Part 99) and the California Education Code.
- 8. FINGERPRINTING/BACKGROUND CHECKS.** In accordance with California Education Code Section 44320 (d), each Student Teacher candidate prior to assignment to Affiliate must obtain at their sole expense a "Certificate of Clearance," which includes a completed Live Scan Service. The University will ensure that each Student Teacher receives this Certificate of Clearance prior to reporting to any assignment in the jurisdiction of Affiliate.
- 9. TUBERCULOSIS CLEARANCE.** As permitted by California Education Code (EC) Section 49406, no Student Teacher shall be placed in fieldwork experience at any location of the Affiliate until Student Teacher has presented to Affiliate acceptable documentation of an examination performed by a licensed physician or surgeon (as defined in EC 49406) certifying that said Student Teacher is free of active tuberculosis within the sixty-day (60-day) period immediately preceding commencement of the assignment. All associated fees and/or costs associated with such examination and certification shall be the sole responsibility of the Student Teacher.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-1038**

- 10. DISPUTE RESOLUTION.** In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties.
- 11. NO EMPLOYMENT OR AGENCY RELATIONSHIP CREATED.** The parties hereto acknowledge that Student Teachers are participating solely to obtain field experience as part of an academic program for educational purposes and that nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose. Furthermore, Student Teacher(s) are not considered employees of the Affiliate for any purpose and shall not receive any remuneration for their services and/or time under this Agreement. Therefore, any student teacher(s) assigned by University to a location under Affiliate jurisdiction shall have no claim under this Agreement in regards to personal expenses of any kind as well as fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers' compensation benefits, and social security contributions. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the Termination or expiration of this Agreement.
- 12. INSURANCE REQUIREMENTS.** University and Affiliate shall each secure and maintain insurance coverage during the Term, at their respective sole expense, of the types noted below and with the respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party reserves the right to request, and agrees to provide upon request, documentation of such coverage(s). If any documented policy is cancelled before the expiration thereof, written notice shall be delivered to the other party in accordance with policy provisions. Each party acknowledges that such insurance coverage requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A, VII or equivalent or as accepted by the other party.
- A. Comprehensive or Commercial Form General Liability (including Contractual Liability) with minimum limits as follows:**
- Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000
- B. Business Automobile Liability (minimum limits):**
- Each Occurrence: \$1,000,000 Combined Single Limit for owned, scheduled, hired, or non-owned vehicles
- C. Workers' Compensation Liability:**
- Minimum limit as required by statute
  - Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-1038**

("renegotiation period"). New Agreement Terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically Terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows: The State of California has elected to be self-insured for its general liability, automobile liability, worker's compensation, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations or under an official contract or license agreement. Inquiries regarding tort liability should be referred to the Government Claims Board, 400 "R" Street, Sacramento, CA 95812. Any claims regarding property are to be referred to The California State University, Risk Management and Public Safety, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

**13. GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.

**14. MODIFICATIONS AND NOTICES.** Any modification to this Agreement shall be enforceable only if such modification is presented in writing and subsequently signed by an authorized representative of each party ("Amendment"). Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and delivered using an independently traceable means of delivery to the other party, as applicable.

**University mailing address:**  
California State University, Fullerton  
Attn: Contracts & Procurement  
2600 Nutwood Ave., Suite 300  
Fullerton, CA 92831

**Affiliate mailing address:**  
Santa Ana Unified School District  
Attn: Alicia Skibby  
1601 East Chestnut Avenue  
Santa Ana, CA

For Student Teaching programmatic questions, please contact the College of Education:  
CSUF College of Education  
2600 Nutwood Ave., Suite 500  
Fullerton, CA 92831  
Ph: 657/278-3411

**SEE NEXT PAGE FOR SIGNATURES**

This Agreement is hereby executed by the authorized representative of each party entered and as of the dates written below.

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-1038**

**California State University, Fullerton**

**Santa Ana Unified School District**

Signed: Alexander Arias

Signed: \_\_\_\_\_

Print: Alexander Arias

Print: \_\_\_\_\_

Title: Buyer I

Title: \_\_\_\_\_

Date: 5/28/2019

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

**California State University, Fullerton  
College of Education**

Signed: Melinde R. Pierson

Print: Melinde R. Pierson

Title: Chair, SPED

Date: 5/30/19

# Concordia University

of Irvine, California

## AGREEMENT

THIS AGREEMENT entered into this first day of July, 2019, by and between Concordia University of Irvine, California, hereinafter called the University, and *Santa Ana Unified School District*

hereinafter called the District:

## WITNESSETH

WHEREAS, pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

## GENERAL TERMS

1. "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of District employees holding valid credentials issued by the State of California, Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
2. The District shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students of the University possessing valid preliminary certificates and assigned by the University to student teaching in schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.
3. If either the District or the University concludes that a particular assignment is not beneficial to the elementary or secondary school class(es) involved, and/or the cooperating teacher, and/or the student teacher, that assignment may be terminated. If the District and the University mutually agree, another assignment within the District may be pursued.
4. Cooperating teachers agree to (a) participate in training to develop and maintain the skills needed to work effectively with student teachers, including the provisions of SB2042; (b) provide a model for the student teacher by demonstrating effective teaching strategies on a regular basis; (c) develop a plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skills in delivering the curriculum; (d) keep the site principal and university supervisor informed of the student teacher's progress; (e) meet with the University supervisor periodically to discuss the student teacher's progress; and (f) complete and submit documentation and

evaluations as required by the University. Site principals, in consultation with the District, will assign cooperating teachers. Student teachers will be matched with cooperating teachers by site principals and University Director of Student Teaching.

5. The University will pay cooperating teachers a stipend at the completion of each semester or quarter. The University determines the rate, as set forth in Attachment A. The University will make such payment to the district unless otherwise authorized by the district. In the event the University terminates the assignment of a student teacher for any reason, the cooperating teacher shall receive payment on account of such student teacher for time spent working with the student teacher. If a student teacher is reassigned to another cooperating teacher, this shall be considered for payment purposes as an entirely new and separate assignment.
6. The University will assign a supervisor to work with the cooperating teachers and student teachers at District schools. The University supervisor will (a) work in concert with the cooperating teacher and the site principal in the supervision of the student teacher; (b) communicate regularly with the cooperating teacher to discuss the student teacher's progress; (c) monitor the quality of the match between the cooperating teacher and the student teacher and notify the principal and University Director of Student Teaching if there is a mismatch; (d) provide regular written and oral feedback to the student teacher about his or her progress and inform the cooperating teacher about the nature of this feedback; and (e) compile a written evaluation of the student teacher at the end of the semester or quarter.
7. Student teachers holding 30-day substitute permits may substitute for their cooperating teacher (if District policy permits) when (a) he/she is out ill; (b) when it is determined by the principal that this is in the best interest of the students in the classroom as well as the student teacher; (c) only after the first four (4) weeks of the first assignment; and (d) the student teacher is paid. Substitute teaching days are to be counted toward student

teaching days.

8. The terms of this agreement shall commence on the first day of July, 2019, and shall continue through December 31, 2022 or until amended as provided in Section 9 of the agreement.
9. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, altered, changed, or amended in writing by mutual consent of the parties hereto.
10. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and, further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.
11. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to



reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

12. University shall ensure that all students are covered under their professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. The University shall provide the District with 30 days written notice before cancellation, or any reduction or material change in coverage. The University shall provide the District with a certificate of insurance at the District's request.
  
13. District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. The District shall provide the University with 30 days written notice before cancellation, or any reduction or material change in coverage. The District shall provide the University with a certificate of insurance at the University's request.

14. The University shall establish a procedure acceptable to the District to ensure that student teachers assigned to the District are informed regarding an educator's responsibilities to report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.
  
15. The University will verify that student teachers have a negative Tuberculin test and Certificate of Clearance from the State of California on file prior to beginning student teaching

**EXECUTION**

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (b) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (c) shall be construed and enforced in accordance with the laws of the State of California, and (d) has been executed at Irvine, California as of the last date set forth below. In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives.

**University:**

**Santa Ana Unified School District:**

By:   *Pa. Cochran*    
(Signature)  
Peter Senkbeil, Ph.D  
Provost and Executive Vice President  
Concordia University  
1530 Concordia West  
Irvine, CA 92612  
949-214-3203

By: \_\_\_\_\_  
(Signature)  
  
(Name typed or printed)

\_\_\_\_\_  
Title

Date:   5-29-19  

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

*ASSOCIATE PROVOST  
SCOTT ABRAHAMSON  
FOR PETER SENKBEIL*

ATTACHMENT A

**University Name:** Concordia University  
1530 Concordia West  
Irvine, CA 92612

**Rate of Pay for Cooperating Teachers:**

Elementary = \$150\* per 8 week assignment

Secondary = \$300\* per semester

\*Additional \$50 for attending University sponsored Cooperating Teacher  
Training and Orientation

**Student Teacher Assignment Time Period:**

Elementary = 5 full days per week for 8 weeks  
(Two 8 week assignments – one in K-2 and one in 3-5 make up the entire experience)

Secondary = 5 full days per week for a semester  
(3 periods of teaching and one period of observation per day)

**TELEDENTISTRY SERVICE AGREEMENT**

**THIS TELEDENTISTRY SERVICE AGREEMENT** (“Agreement”) is made and entered into by and between Santa Ana Unified School District (“District”) and Virtual Dental Care, Inc. a California business corporation (“VDC”) (each a “Party” and, collectively, the “Parties”).

**RECITALS**

**A.** VDC provides non-clinical business, technology and administrative support services to teledentistry-trained and equipped professional dental practices, including DH Lee, DDS, Inc., a California Professional Corporation (DH Lee, DDS, Inc., the “Affiliated Teledentistry Practice”), and arranges for, coordinates and facilitates the provision of teledentistry and other oral health care services by the licensed dentists and other dental professionals who are employed or engaged by the Affiliated Teledentistry Practice (collectively, “Clinical Personnel”).

**B.** District desires to engage VDC to arrange for the provision of dental health education, dental hygiene and other Teledentistry Services to students enrolled in District’s schools, by Clinical Personnel of the Affiliated Teledentistry Practice, at District’s designated Service Location(s) (as each such term is defined herein) and VDC desires to accept such engagement, all pursuant to the terms set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions.**

(a) “Patient” means each District student receiving oral health services under this Agreement and includes, as the context may require, a parent, family care giver, legal guardian or person who holds a health care power of attorney for such student.

(b) “Teledentistry Services” means a system of dental care utilizing registered dental hygienists and dental assistants to provide on-site oral health care services to patients in collaboration with licensed dentists through various teledentistry protocols and technology solutions, as further described on Exhibit A, which is attached hereto and incorporated herein by reference.

(c) “Service Location” means each District school mutually agreed upon by the Parties from time-to-time at which Teledentistry Services are provided hereunder.

**2. Services to be Provided.**

(a) During the Term, VDC will arrange, on behalf of District, for the provision of Teledentistry Services to Patients in accordance with the terms and conditions set forth herein.

(b) Teledentistry Services shall be provided on such dates and at such times as agreed upon by District and VDC from time-to-time.

(c) The Teledentistry Services contemplated hereunder will be provided in accordance with prevailing standards of care by appropriately licensed Clinical Personnel. VDC, the Affiliated Teledentistry Practice and each of its Clinical Personnel will, respectively, obtain and maintain

all necessary licenses, permits, registrations and certifications necessary for the provision of Teledentistry Services by the Clinical Personnel providing services at the Service Location(s).

(d) Except for those location-related supplies and services to be provided by District as set forth in Section 4 of this Agreement, all dental equipment and supplies and all non-dental equipment and supplies to be used in the provision of Teledentistry Services at the Service Location will be provided and maintained by VDC or the Affiliated Teledentistry Practice.

(e) Patient dental records shall be prepared by the Affiliated Teledentistry Practice, maintained by VDC and made available to Patients, all in accordance with applicable standards of care and legal requirements.

(f) VDC, acting on behalf of the Affiliated Dental Practice, shall be responsible for proper and lawful disposal of any medical waste generated through the provision of Teledentistry Services at the Service Locations.

3. **Fees, Billing and Payment.** Compensation for the Teledentistry Services provided hereunder, including any fees for the professional services of Clinical Personnel and any fees for materials or supplies or other charges related thereto, shall be from private, state and federal sources only. The parties agree that Teledentistry Services will be provided at no charge to District or Patients. District agrees to assist, facilitate and support VDC's efforts to obtain reimbursement, on behalf of the Affiliated Dental Practice, for services rendered hereunder.

4. **Service Location(s).**

(a) For each Service Location, District is responsible for providing, at its expense, an office, conference room or other space at District's facilities reasonably acceptable to the Affiliated Teledentistry Practice to be used exclusively for the provision of Teledentistry Services to Patients by Clinical Personnel while on site. Minimal requirements for such space shall include the availability of standard utilities (such as electricity, lighting, HVAC, high speed internet and Wi-Fi, access to water and toilet facilities and general cleaning and maintenance) and chairs for those waiting for their appointments.

(b) If District desires to add a Service Location at any time during the Term, District will give reasonable prior written notice to VDC and provide VDC with information regarding the proposed additional location as reasonably requested by VDC. Upon acceptance by VDC the proposed location shall be deemed a Service Location hereunder and Teledentistry Services provided at such location shall be subject to the terms of this Agreement.

(c) The District reserves the right to refuse entry to its property, schools or facilities by any agent of VDC or the Affiliated Practice Group who, in the sole discretion of the District, poses any risk to students, staff or property of the District.

5. **Promotion and Logistical Support.** District will reasonably cooperate with VDC to promote the availability of Teledentistry Services at the Service Locations and will, as approved by District from time to time, provide VDC with such access to District's employees and facilities so that VDC can assist in raising awareness among District's employees about the Teledentistry Services available at the Service Locations. District will also assist VDC with logistical support of the teledentistry program by: (i) distributing and collecting consent and other medical forms in advance of the date of service and (ii) working collaboratively with VDC in scheduling dates of service and Patient appointments.

6. **Compliance.** All services contemplated in this Agreement to be provided by VDC, the Affiliated Teledentistry Practice or Clinical Personnel will be performed in accordance with the terms of this Agreement and in compliance in all material respects with all applicable laws and regulations. Neither VDC nor District shall engage in the practice of dentistry nor in any way direct or control the practice of dentistry or any dentist's or other Clinical Personnel's professional judgment with respect to clinical matters, and nothing in this Agreement shall be construed to the contrary.

If, after the execution of this Agreement, any new law becomes effective or any binding interpretation of a law by any governmental authority, whether state or federal, is rendered that makes unlawful the relationship between the parties as set forth in this Agreement, or which requires a change in the relationship between the Parties as set forth in this Agreement, then this Agreement shall not terminate, but VDC may, after a consult with the District, propose to amend and revise this Agreement to the extent necessary to comply with any new laws and, to the extent possible, preserve the economic, financial and service arrangements between the Parties. Both parties must, however, agree in writing to any amendments to or revisions of this Agreement, pursuant to paragraph 13(b), below.

7. **Independent Contractor.** In carrying out its duties and obligations under this Agreement, VDC and the Affiliated Dental Practice shall be and shall be deemed to be, an independent contractor of District. Nothing contained in this Agreement creates or shall be deemed to create a relationship of employer/employee, partnership or joint venture between District and VDC or between District and the Affiliated Teledentistry Practice or Clinical Personnel.

8. **Insurance.** During the Term, VDC shall, at its own expense, maintain or assure that the Affiliated Teledentistry Practice maintains professional liability insurance coverage in an amount not less than \$1 million per claim and \$3 million in the aggregate for the dental service contemplated herein. VDC shall supply the district with evidence of such insurance upon request, and shall provide an additional insured endorsement naming the District as an additional insured.

At all times relevant to this Agreement, District shall, at its own expense, keep in full force and effect liability insurance coverage, or the self-insured equivalent, with limits of not less than \$3 million, covering any liability or claims against VDC or its affiliates for administrative services and general comprehensive liability matters, including coverage for the location where the Teledentistry Services are provided. District shall name VDC and the Affiliated Dental Practice as additional insureds under the applicable comprehensive general liability policy, or self-insured program, and provide evidence of same to VDC upon request.

9. **Term and Termination.** The term of this Agreement ("Term") shall commence on July 1, 2019 and will end on June 30, 2020.

(a) **Termination by Either Party.** Either Party may terminate this Agreement for any or no reason upon at least 30 days' prior written notice to the other Party.

(b) **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice to the other Party if such other Party materially breaches this Agreement or materially defaults in the performance of its obligations under this Agreement and such material breach or default remains uncured thirty (30) days after receipt of written notice from the non-breaching or non-defaulting Party specifying in reasonable detail such material breach or default.

(c) **Termination of a Location.** If, during the Term, Teledentistry Services are being provided at more than one Service Location, either Party may terminate services at any one or more of such Service Locations in accordance with the terms of this Section 9, and such action shall be deemed to

be a termination of this Agreement as to only the Service Location specified in the notice and this Agreement shall otherwise remain in full force and effect in accordance with its terms.

(d) Sale, Merger & Dissolution of VDC. In the event of a sale, merger, dissolution or other change in the ownership or operation of VDC, VDC may in its sole discretion and option, terminate this Agreement with immediate effect and end its duties and responsibilities hereunder.

10. **Effect of Termination.**

(a) Upon any termination of this Agreement, any amounts owing hereunder will immediately become due and payable to such other Party. Termination of this Agreement will not affect any liability or obligation that is expressly intended to extend beyond the Term, including indemnification, or which has accrued to any Party prior to such termination.

(b) Upon any termination of this Agreement, the Parties will cooperate with each other in good faith and carry out any provisions of this Agreement and take such other actions that are reasonably necessary to wind up the contractual relationship between the Parties and ensure that Teledentistry Services continue to be available at the Service Location(s) following the effective date of termination of this Agreement for such period as may be necessary for the Clinical Personnel to comply with applicable standards of care and law. Consistent with the foregoing, upon either Party providing notice to the other Party of its intention to terminate this Agreement, the Parties will cooperate in developing a plan that provides for the transition or discontinuation of Teledentistry Services at the Service Locations in a prompt but commercially reasonable time.

11. **Indemnification.** VDC agrees to defend, indemnify and hold harmless the District and its Governing Board, officers, agents, contractors and employees from every claim or demand made and every liability, loss, damage or expense (including, but not limited to attorney's fees, costs and fees of other professional consultants) arising out of the negligence or willful misconduct of VCD in the performance of its services, and the negligence or willful misconduct of the Affiliated Dental Group in the performance of dental services pursuant to this agreement. The district agrees to defend, indemnify and hold harmless VDC and the Affiliated Dental Practice, and each of their respective officers, agents, contractors and employees from every claim or demand made and every liability, loss damage or expense (including, but not limited to attorney's fees, costs and fees of other professional consultants) arising out of District's negligence or willful misconduct in the performance of the District's obligations under this agreement.

12. **Confidential Information.**

(a) Each Party will keep confidential and will not use any of the Confidential Information of the other Party, other than for the sole purpose of carrying out its duties and obligations under this Agreement and will not disclose or communicate any Confidential Information of the other Party to any third person, other than disclosures in confidence to the receiving Party's officers, managers, directors, employees, affiliates, owners, professional advisors and other representatives (collectively, "Representatives") who have a need to know of such information and who have been informed of the confidential nature of any Confidential Information made available or provided to them. Each party shall be responsible for any disclosure of Confidential Information by its Representatives other than in accordance with the terms of this Agreement. In addition, each Party may disclose Confidential Information to the extent required by applicable law or legal process; provided, that the Party making any such disclosure will promptly notify the other Party (if permitted by law) of such disclosure so as to allow the other Party to seek a protective order or other appropriate remedy to prevent or limit the disclosure.



(b) “Confidential Information” includes all information, in any form, furnished or made available directly or indirectly to a Party (“Receiving Party”) orally or in writing that relates in any way to the other Party (the “Disclosing Party”) or its respective business, employees, existing, former or potential customers or business relationships. Confidential Information shall also include any information of a Party that, under the circumstances, should reasonably be considered to be confidential and/or proprietary to a Party. Without limiting the generality of the foregoing, the identity of VDC, the Affiliated Teledentistry Practice and their respective owners and Clinical Personnel, cost, pricing and reimbursement data and means and methods of business operations are confidential and proprietary. Notwithstanding any other provision of this Agreement, “Confidential Information” shall not include information that is: (i) already lawfully known by a Receiving Party prior to receiving such information; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the Receiving Party; (iii) subsequently disclosed on a non-confidential basis by a third party not having a confidential relationship with the Disclosing Party and such third party rightfully acquired such information; or (iv) independently developed by the Receiving Party without reference to materials of the Disclosing Party.

(c) Each Party will comply in all material respects with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the rules and regulations promulgated thereunder (collectively “HIPAA”), as applicable to such Party, as well as all applicable similar state and local health information privacy laws (collectively, the “Privacy Laws”). Medical and/or dental records or information pertaining to the diagnosis or treatment of any patient and any other information which constitutes Protected Health Information (“PHI”) under HIPAA shall not be used or disclosed by either Party except as permitted under HIPAA and other Privacy Laws and shall constitute the property of the Affiliated Teledentistry Practice.

(d) VDC and the Affiliated Teledentistry Practice shall comply in all material respects with applicable laws governing or regulating the use, disclosure and security of Personally Identifiable Information. For purposes of this Agreement, “Personally Identifiable Information” means information provided to VDC by or at the direction of District, or to which access is provided in the course of performance of the Administrative Services under this Agreement or Professional Services that: (i) identifies an individual Patient (by name, signature, address, telephone number or other unique identifier) and (ii) that can be used to authenticate that individual Patient (including, without limitation, passwords or PINs, unique identification numbers, answers to security questions, or other personal identifiers). An individual’s social security number, even in isolation, is Personal Information. Personal Information includes information about District’s Patients and their dependents and beneficiaries.

13. Miscellaneous.

(a) Non-Solicitation. During to the Term and for a period of one (1) year thereafter, neither District nor any of its affiliates shall, directly or indirectly recruit, solicit for employment or engagement, nor hire or engage or attempt to solicit or hire or engage, any person who is, at the time of such solicitation, employed or engaged by VDC or the Affiliated Teledentistry Practice (other than general classified or “help wanted” advertisements and/or general solicitations to the public at large that not targeted at any such Person).

(b) Entire Agreement; Amendment. This Agreement together with the exhibits hereto constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the Parties relating to the subject matter hereof. To be effective,

any amendment or modification of this Agreement must be in writing and signed by or on behalf of each Party.

(b) Governing Law; Venue. This Agreement will be governed by the laws of the State of California, without regard to the principles of conflicts of law thereof. All actions, suits or other proceedings with respect to this Agreement will be brought only in a court of competent jurisdiction sitting in Orange County, California.

(c) Notices. Except as otherwise provided in this Agreement, all notices or other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered, (b) sent by nationally-recognized overnight courier (c) e-mail transmission. Notices personally served shall be deemed received upon actual receipt. Notices sent by overnight courier shall be deemed received as of the delivery date reported by the overnight courier. Notices sent by e-mail shall be deemed received on the same day as transmitted provided that such transmission occurs on a business day during the hours of 8:00 a.m. and 5:00 p.m. Pacific Time. Notices shall be addressed as follows:

If to VDC: **Virtual Dental Care, Inc.**  
**c/o Richard Lee, CEO**  
**5319 University Drive, Suite 172**  
**Irvine, CA 92612**  
**rlee@virtualdentalcare.com**

If to District: **Santa Ana Unified School district**  
**c/o Heidi Cisneros**  
**1601 East Chestnut Avenue**  
**Santa Ana, CA 92701**  
**[ insert email address ]**

Any Party listed above may, by written notice delivered to all of the others, change the address to which delivery shall thereafter be made. Such change of address shall be effective when deemed given under the terms of this Section 10 (c).

(d) Force Majeure. Neither Party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, acts of God, war, civil commotion, fire, flood or casualty, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder to the extent reasonably practicable. It is agreed that financial inability shall not be deemed to be a matter beyond a Party's control.

(e) Successors and Assigns.

(a) This Agreement and the rights and obligations of the Parties may not be assigned, nor the Services hereunder delegated, by either Party without prior written consent of the other, except that either Party may, without the prior written of other Party, assign this Agreement and its rights and obligations to an affiliate or Affiliated P.C., or in connection with a sale, merger, acquisition, or reorganization of such Party.

(b) Except as provided herein to the contrary, this Agreement is binding upon and inures to the benefit of the Parties, their respective successors and permitted assigns.

(f) **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, shall confer upon any person, firm or corporation other than the parties and their respective successors or assigns, any remedy or claim as third party beneficiaries or otherwise.

(g) **Waiver of Default or Breach.** No waiver by either VDC or District of any default or breach of this Agreement operates as a waiver of any future default or breach, whether of like or different character or nature. No extension of time for performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

(h) **Severability.** In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of the provision shall not affect any other provision hereof.

(i) **Counterparts.** VDC and District may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the Parties hereto, has the force and effect of an original. All such counterparts are deemed to constitute one and the same instrument.

(j) **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(k) **Attorneys' Fees.** In the event either Party brings an action or suit against the other Party by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement, or to enforce or interpret any provisions of this Agreement, then, in that event, the prevailing Party in such action or dispute shall be entitled to have and recover from the other Party all reasonable costs and expenses of suit, including reasonable attorneys' fees and expenses in addition to any damages or other relief to which it may become entitled.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first set forth above.

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**VIRTUAL DENTAL CARE, INC.**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: D. Harvey Lee DDS  
D. Harvey Lee DDS (Apr 29, 2019)  
Date: Apr 29, 2019  
Name: D. Harvey Lee DDS  
Title: President

**EXHIBIT A**

**TELEDENTISTRY SERVICES**

Teledentistry Services” means a system of dental health education, dental hygiene and dental care utilizing registered dental hygienists and dental assistants to provide on-site oral health care services to patients in collaboration with licensed dentists through various teledentistry protocols and technology solutions at remote locations known as the “Virtual Dental Home”.

The dental team collects electronic dental records such as x-rays, photographs, dental and medical histories, and upload these records to a secure website where they are reviewed by a collaborating dentist. The dentist will review the patient's information and create a tentative dental treatment plan.

The dental team then performs aspects of the treatment plan that can be conducted in the community setting and which fall within that clinician's scope and applicable license and training. These services may include: Health promotion education; dental disease risk assessment; preventive procedures such as application of fluoride varnish, dental prophylaxis and periodontal scaling; placing carious teeth in a "holding pattern" using interim therapeutic restorations to stabilize patient's teeth; tracking and supporting the patient in obtaining additional care and following the recommendations for additional services.

When the collaborating dentist determines that the patient requires a level of care or service that can only be provided by a licensed dentist, the patient is referred to the collaborating dentist's office for that treatment or other appropriate care. Any such services provided outside of a Service Location shall not be deemed Teledentistry Services hereunder and are not governed by the terms of the Agreement to which this Exhibit is attached.






# VDC Location Agreement SAUSD 4-29-19

Final Audit Report

2019-04-29

Created:	2019-04-29
By:	Mitali Hariawala (mitali@virtualdentalcare.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUy7OPsTksD2xHulNRnUTz-CKN4Lf-tE5

## "VDC Location Agreement SAUSD 4-29-19" History

-  Document created by Mitali Hariawala (mitali@virtualdentalcare.com)  
2019-04-29 - 6:38:01 PM GMT- IP address: 75.98.208.29
-  Document emailed to D. Harvey Lee DDS (hlee@virtualdentalcare.com) for signature  
2019-04-29 - 6:39:52 PM GMT
-  Document viewed by D. Harvey Lee DDS (hlee@virtualdentalcare.com)  
2019-04-29 - 6:57:01 PM GMT- IP address: 174.213.23.253
-  Document e-signed by D. Harvey Lee DDS (hlee@virtualdentalcare.com)  
Signature Date: 2019-04-29 - 6:58:22 PM GMT - Time Source: server- IP address: 174.213.23.253
-  Signed document emailed to D. Harvey Lee DDS (hlee@virtualdentalcare.com) and Mitali Hariawala (mitali@virtualdentalcare.com)  
2019-04-29 - 6:58:22 PM GMT



1 AGREEMENT NUMBER 47765

2 2019-2020  
3 INTERNET ACCESS AGREEMENT  
4 SANTA ANA UNIFIED SCHOOL DISTRICT

5 This Internet Access Agreement is hereby entered into this 1st  
6 day of July, 2019, by and between the Orange County Superintendent of  
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
8 referred to as SUPERINTENDENT, and Santa Ana Unified School District,  
9 1601 East Chestnut Avenue, Santa Ana, California 92701-6322,  
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
11 shall be collectively referred to as the Parties.

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

13 1.0 BASIS OF AGREEMENT. Provide Internet access for up to 10 GB  
14 and support to DISTRICT at no cost in accordance with the terms and  
15 conditions set forth in this AGREEMENT.

16 2.0 TERM. This AGREEMENT shall be in full force and effect for  
17 the period commencing July 1, 2019, and ending on June 30, 2020,  
18 subject to termination as set forth in this AGREEMENT.

19 3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and  
20 support pursuant to Section 1.0 of this AGREEMENT at no cost to the  
21 DISTRICT. SUPERINTENDENT receives Internet access at no charge from  
22 the California K-12 High Speed Network. DISTRICT shall be notified in  
23 writing if SUPERINTENDENT no longer receives Internet access at no  
24 charge at which time, SUPERINTENDENT will provide DISTRICT an itemized  
25 invoice. DISTRICT will have the option to pay the invoice or terminate  
this AGREEMENT at DISTRICT'S discretion.

1 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing  
2 technical support and assistance for Internet access between the  
3 DISTRICT and SUPERINTENDENT, provided however, that the availability  
4 or performance of this technical support service shall not be construed  
5 as altering or affecting SUPERINTENDENT'S obligations as set forth in  
6 this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall  
7 be provided to DISTRICT without charge Monday through Friday from 8:00  
8 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

9 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
10 shall be an independent contractor and shall be wholly responsible for  
11 the manner in which the services required by the terms of this  
12 AGREEMENT are performed. Nothing herein contained shall be construed  
13 as creating the relationship of employer and employee, or principal  
14 and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT  
15 assumes the responsibility for the acts of its employees or agents as  
16 they relate to the services to be provided. SUPERINTENDENT, its  
17 officers, agents, and employees, shall not be entitled to any rights,  
18 and/or privileges of DISTRICT'S employees and shall not be considered  
19 in any manner to be DISTRICT'S employees.

20 6.0 HOLD HARMLESS.

21 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
22 harmless DISTRICT, its Governing Board, officers, agents, and  
23 employees from every claim or demand and every liability loss, damage,  
24 or expense of any nature whatsoever which may be incurred by reason  
25 of any negligent acts or omissions of employees, agents or officers

1 of SUPERINTENDENT or the Orange County Board of Education during the  
2 period of this AGREEMENT.

3 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless  
4 SUPERINTENDENT, the Orange County Board of Education, and its  
5 officers, agents, and employees from every claim or demand and every  
6 liability, loss, damage, or expense of any nature whatsoever which may  
7 be incurred by reason of any negligent acts or omissions of employees,  
8 agents or officers of DISTRICT during the period of this AGREEMENT.

9 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
10 they will not engage in unlawful discrimination of persons because of  
11 race, color, religious creed, national origin, ancestry, physical  
12 handicap, medical condition, marital status, or sex of such persons.

13 8.0 APPLICABLE LAW. The services completed herein must meet the  
14 approval of the DISTRICT'S general right of inspection to secure the  
15 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
16 to comply with all federal, state and local laws, rules, regulations  
17 and ordinances that are now or may in the future become applicable to  
18 SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged  
19 in operations covered by this AGREEMENT or occurring out of the  
20 performance of such operations.

21 9.0 ASSIGNMENT. Neither party shall subcontract or assign this  
22 AGREEMENT or the performance of any of the services set forth in this  
23 AGREEMENT without prior written approval of the non-assigning party.

24 10.0 TERMINATION. This AGREEMENT may be terminated by  
25 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
sixty (60) days prior written notice to the other party.



1 11.0 TOBACCO USE POLICY. In the interest of public health, the  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
3 use of any tobacco products are prohibited in buildings and vehicles,  
4 and on any property owned, leased or contracted for by the  
5 SUPERINTENDENT. Failure to abide with conditions of this policy could  
6 result in the termination of this AGREEMENT.

7 12.0 NOTICES. All notices or demands to be given under this  
8 AGREEMENT by either party to the other shall be in writing and given  
9 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
10 registered or certified mail, return receipt requested, with postage  
11 prepaid. Service shall be considered given when received if personally  
12 served or, if mailed, on the third (3rd) day after deposit in any U.S.  
13 Post Office. The address to which notices or demands may be given by  
14 either party may be changed by written notice given in accordance with  
15 the notice provisions of this section. As of the date of this  
16 AGREEMENT the addresses of the parties are as follows:

17 DISTRICT: Santa Ana Unified School District  
18 1601 East Chestnut Avenue  
19 Santa Ana, California 92701-6322  
20 Attn: \_\_\_\_\_

21 SUPERINTENDENT: Orange County Superintendent of Schools  
22 200 Kalmus Drive  
23 P. O. Box 9050  
24 Costa Mesa, California 92628-9050  
25 Attn: Patricia McCaughey

13.0 SEVERABILITY. If any term, condition or provision of this  
AGREEMENT is held by a court of competent jurisdiction to be invalid,  
void, or unenforceable, the remaining provisions will nevertheless

1 continue in full force and effect and shall not be affected, impaired  
2 or invalidated in any way.

3 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
4 shall be governed by the laws of the State of California, with venue  
5 in Orange County, California.

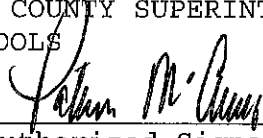
6 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
7 attached hereto constitute the entire AGREEMENT between SUPERINTENDENT  
8 and DISTRICT regarding the services and any agreement made shall be  
9 ineffective to modify this AGREEMENT in whole or in part unless such  
10 agreement is embodied in an Amendment to this AGREEMENT which has been  
11 signed by both Parties. This AGREEMENT supersedes all prior  
12 negotiations, understandings, representations and agreements.

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

15 DISTRICT: SANTA ANA UNIFIED  
16 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

17 BY: \_\_\_\_\_  
Authorized Signature

17 BY:  \_\_\_\_\_  
Authorized Signature

18 PRINTED NAME: \_\_\_\_\_

18 PRINTED NAME: Patricia McCaughey

19 TITLE: \_\_\_\_\_

19 TITLE: Administrator

20 DATE: \_\_\_\_\_

20 DATE: March 8, 2019

23 SAUSD-Internet Access Agreement 2019-2020(47765)  
ZIP4

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.9 Approval/Ratification of Listing of Software License Agreements with Santa Ana Unified School District for 2018-19 School Year</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Various Funds
Recommended Action	Approve/ratify the listing of software license agreements with Santa Ana Unified School District for the 2018-19 school year.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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 Software License Agreements with Santa Ana Unified School District for 2018-19 School Year

**ITEM:** Consent

**SUBMITTED BY:** Manoj Roychowdhury, Assistant Superintendent, Business Services

**PREPARED BY:** Jonathan Geiszler, Director, Purchasing and Stores

**ITEM SUMMARY:**

- Software License Agreements for the 2018-19 school year

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval/ratification of the listing of software license agreements with Santa Ana Unified School District for the 2018-19 school year.

**RATIONALE:**

Software License 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 software license agreements that will provide services throughout the District.

**FUNDING:**

Various Funds

**RECOMMENDATION:**

Approve/ratify the listing of software license agreements with Santa Ana Unified School District for the 2018-19 school year.

MR:jg:mm

File Attachments  
2018-19 Software Listing June 11 - FINAL.pdf (414 KB)

# Annual Listing of Software Licenses

June 11, 2019

## 2018-19 Software Recommended for Board Approval

#	Vendor	Department	Software	2017-18 Amount	2018-19 Amount
1	NetMotion	School Police	Performance and security software	-	3,969.00
				<i>Subtotal</i>	<i>3,969.00</i>

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.10 Authorization to Utilize Piggyback Contracts for the Purchase of Classroom and Office Furniture</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Budgeted General Fund
Recommended Action	Authorize staff to utilize the contracts awarded by Torrance Unified School District for the purchase of classroom and office furniture, under Bid No. 10-04.09.19.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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:** Authorization to Utilize Piggyback Contracts for the Purchase of Classroom and Office Furniture

**ITEM:** Consent

**SUBMITTED BY:** Manoj Roychowdhury, Assistant Superintendent, Business Services

**PREPARED BY:** Jonathan Geiszler, Director, Purchasing and Stores

**ITEM SUMMARY:**

- Utilize Piggyback Contract No. 10-04.09.19 through June 30, 2020
- Provides for classroom and office furniture
- Supports all sites

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to utilize piggyback contract awarded by the Torrance Unified School District for the purchase of classroom and office furniture.

**RATIONALE:**

On May 6, 2019, the Torrance Unified School District entered into a piggybackable contracts with the following companies:

- CM School Supply
- Culver-Newlin
- ELB Education
- Lakeshore Learning
- McDowell-Craig
- MeTEOR Education
- Office Solutions (Blue Space Interiors)

A piggybackable contract grants local government agencies the ability to purchase classroom and office furniture under their awarded contract. The contracts also provided that they would continue in effect until May 6, 2024.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code sections 20118 and 10298. Staff has reviewed contracts available for use by the District through CMAS, NASPO and awarded piggybackable contracts from other Districts and determined that the contract prices offered under the Torrance Unified School District contracts are fair, reasonable and competitive.

**FUNDING:**

Budgeted General Fund

**RECOMMENDATION:**

Authorize staff to utilize the contracts awarded by Torrance Unified School District for the purchase of classroom and office furniture, under Bid No. 10-04.09.19.

MR:jg:mm

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.11 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 8, 2019 through May 21, 2019</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
Budgeted	No
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 May 8, 2019 through May 21, 2019.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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 May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 2019 by funding source. The Detailed Purchase Order Listing Report lists each individual purchase order created by vendor for the period of May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 2019.

MR:jg:mm

File Attachments

P.O. Summary - FINAL.pdf (611 KB)

P.O. Listing - FINAL.pdf (433 KB)



# Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: May 21, 2019  
To: Stefanie P. Phillips, Ed.D., Superintendent  
From: Manoj Roychowdhury, Assistant Superintendent, Business Service  
Subject: Purchase Order Summary: From 08-MAY-2019 through 21-MAY-2019

Fund 01	21st Century ASSETS (roll-up 4124)	\$ 6,502.66
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$ 7,988.68
Fund 01	AVID-OCDE Destination Graduation-Interm Schs	\$ 2,783.99
Fund 01	CTE Incentive Grant (local grant)	\$ 252,308.39
Fund 01	CTE Incentive Grant Program	\$ 609,170.94
Fund 01	California Career Pathways Trust	\$ 720,538.31
Fund 01	Circulos	\$ 1,136.17
Fund 01	Civic Center Rental Fees	\$ 72,327.68
Fund 01	Classified School Employee PD BG	\$ 61.10
Fund 01	College Readiness Block Grant	\$ 88,288.79
Fund 01	Department Unrestricted Discretionary Accounts	\$ 74,250.82
Fund 01	Dept. SC-LCFF-Supplemental/Concentration	\$ 414,704.81
Fund 01	Donations (Miscellaneous)	\$ 10,617.96
Fund 01	Donations-Speech and Debate	\$ 4,848.75
Fund 01	ESEA (ESSA) Title IV, Part A, Student Support and Academic Enrichment Grant Program	\$ 2,376.30
Fund 01	Emergency Preparedness and Operations	\$ 400.00
Fund 01	Facilities and Government Relations Unrestricted Discretionary Accounts	\$ 14,613.04
Fund 01	Family and Community Engagement (was Wellness Center)	\$ 78,034.53
Fund 01	Fund 01 General Fund	\$ 8,706.12
Fund 01	Fundraiser (Non ASB-PTA Deposits)	\$ 7,931.20
Fund 01	Global Business Academy [0190] VHS	\$ 2,781.52
Fund 01	Head Start	\$ 3,802.00
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 12,461.00
Fund 01	LCFF Funding Verification Forms	\$ 1,783.00
Fund 01	Medi-Cal Billing Option	\$ 55.00
Fund 01	MediCal Administrative Activities (MAA)	\$ 999.92
Fund 01	NJROTC	\$ 786.50
Fund 01	One-Time Carryover Funds	\$ 52,290.30
Fund 01	Ongoing & Major Maintenance Account	\$ 49,389.42
Fund 01	Recruitment/Retention - Marketing	\$ 5,500.00

---

## BOARD OF EDUCATION

Valerie Amezcua, President • Rigo Rodriguez, Ph.D., Vice President

Alfonso Alvarez, Ed.D., Clerk • John Palacio, Member

Fund 01	S.D. Bechtel, Jr. Foundation	\$ 11,081.96
Fund 01	SA Public Schools Foundation (SAPSF) Check	\$ 981.99
Fund 01	SC-Early Learning (PreK-gr 6)	\$ 2,931.28
Fund 01	SC-LCFF-Supplemental/Concentration	\$ 38,311.66
Fund 01	Special Ed: Mental Health Services	\$ 1,597.86
Fund 01	Special Education	\$ 3,347.14
Fund 01	Summer Enrichment	\$ 6,444.74
Fund 01	TIPS (Teaching Induction & Professional Support)	\$ 750.00
Fund 01	Technology Refresh	\$ 14,280.00
Fund 01	Title I, Core Set Aside	\$ 10,126.00
Fund 01	Title II-Part A Improving Teacher Quality	\$ 13,636.02
Fund 01	United Way	\$ 15,000.00
Fund 01	Unrestricted - Instructional Materials (7156)	\$ 43,378.04
Fund 01	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	\$ 2,486.12
Fund 01	Unrestricted Discretionary Accounts	\$ 14,305.34
Fund 01	Unrestricted One-time Funds	\$ 978.18
<b>Grand Total:</b>		<b>\$ 2,687,075.23</b>

Fund 13	Child Nutrition: School Programs	\$ 41,387.66
<b>Grand Total:</b>		<b>\$ 41,387.66</b>

Fund 14	Fund 14 Deferred Maintenance Fund	\$ 80,105.63
<b>Grand Total:</b>		<b>\$ 80,105.63</b>

Fund 25	Fund 25 Capital Facilities Fund	\$ 1,251.67
Fund 25	Fund 25 City Santa Ana Redevelopment	\$ 144,894.45
Fund 25	Fund 25 Community Redevelopment Funds	\$ 182,231.00
<b>Grand Total:</b>		<b>\$ 328,377.12</b>

Fund 35	Fund 35 OPSC School Facilities Bond Projects	\$ 103,443.75
<b>Grand Total:</b>		<b>\$ 103,443.75</b>

Fund 40	Emergency Repair Program-Williams Case	\$ 2,420.50
Fund 40	Fund 40 California Solar Initiative Rebate	\$ 30,700.00
<b>Grand Total:</b>		<b>\$ 33,120.50</b>

Fund 81	Fund 81 Property & Liability	\$ 7,964.28
<b>Grand Total:</b>		<b>\$ 7,964.28</b>

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
ACADEMIC INNOVATIONS, LLC	402672	21-May-2019	CLASSROOM BOOKS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,955.25
ACADEMIC INNOVATIONS, LLC	402675	21-May-2019	CLASSROOM BOOKS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,955.25
ACADEMIC INNOVATIONS, LLC	402678	21-May-2019	CLASSROOM BOOKS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,955.25
ACADEMIC INNOVATIONS, LLC	402679	21-May-2019	CLASSROOM BOOKS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,955.25
ACADEMIC INNOVATIONS, LLC	402680	21-May-2019	CLASSROOM BOOKS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,955.25
ACADEMIC INNOVATIONS, LLC	402681	21-May-2019	CLASSROOM BOOKS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,955.25
ACHIEVE3000, INC. / SMARTY ANTS, INC.	402652	20-May-2019	SOFTWARE LICENSE	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	\$ 2,300.00
ACSA REGION 17	402302	08-May-2019	CONFERENCE	Department Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 107.07
ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST	402636	20-May-2019	FACILITIES MAINTENANCE SUPPLIES	Civic Center Rental Fees	BUILDING SERVICES	\$ 31,041.80
ALL FOR KIDZ, INC. dba THE NED SHOW OR KINDNESS ADVENTURE	402609	16-May-2019	CONSULTANT	Donations (Miscellaneous)	HEROES ELEMENTARY SCHOOL	\$ 1,430.50
AMAZON CAPITAL SERVICES, INC.	402630	20-May-2019	CLASSROOM AND OFFICE SUPPLIES	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$ 76.46
AMAZON CAPITAL SERVICES, INC.	402384	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Department Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 46.98
AMAZON CAPITAL SERVICES, INC.	402378	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Title I, Core Set Aside	CENTURY HIGH SCHOOL	\$ 1,340.72
AMAZON CAPITAL SERVICES, INC.	402323	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Special Education	ESQUEDA ELEMENTARY SCHOOL	\$ 295.96
AMAZON CAPITAL SERVICES, INC.	402344	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	ESQUEDA ELEMENTARY SCHOOL	\$ 1,360.23
AMAZON CAPITAL SERVICES, INC.	402355	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	ESQUEDA ELEMENTARY SCHOOL	\$ 604.79
AMAZON CAPITAL SERVICES, INC.	402383	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	ESQUEDA ELEMENTARY SCHOOL	\$ 400.73
AMAZON CAPITAL SERVICES, INC.	402398	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 597.86

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
AMAZON CAPITAL SERVICES, INC.	402394	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 312.24
AMAZON CAPITAL SERVICES, INC.	402394	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,811.51
AMAZON CAPITAL SERVICES, INC.	402375	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	\$ 122.66
AMAZON CAPITAL SERVICES, INC.	402482	15-May-2019	CLASSROOM AND OFFICE SUPPLIES	Summer Enrichment	JEFFERSON ELEMENTARY SCHOOL	\$ 999.66
AMAZON CAPITAL SERVICES, INC.	402388	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 245.64
AMAZON CAPITAL SERVICES, INC.	402350	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	SA Public Schools Foundation (SAPSF) Check	MADISON ELEMENTARY SCHOOL	\$ 981.99
AMAZON CAPITAL SERVICES, INC.	402382	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	IASA>Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 71.00
AMAZON CAPITAL SERVICES, INC.	402364	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Summer Enrichment	MARTIN ELEMENTARY SCHOOL	\$ 1,613.17
AMAZON CAPITAL SERVICES, INC.	402484	15-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	MCFADDEN INTERMEDIATE SCHOOL	\$ 952.66
AMAZON CAPITAL SERVICES, INC.	402397	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 185.51
AMAZON CAPITAL SERVICES, INC.	402333	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	\$ 231.17
AMAZON CAPITAL SERVICES, INC.	402359	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 3,632.67
AMAZON CAPITAL SERVICES, INC.	402395	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 245.86
AMAZON CAPITAL SERVICES, INC.	402396	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 230.49
AMAZON CAPITAL SERVICES, INC.	402343	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	RESEARCH AND EVALUATION	\$ 3,060.33
AMAZON CAPITAL SERVICES, INC.	402386	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 45.86
AMAZON CAPITAL SERVICES, INC.	402325	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Special Education	SANTA ANA HIGH SCHOOL	\$ 51.18
AMAZON CAPITAL SERVICES, INC.	402381	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	\$ 246.65
AMAZON CAPITAL SERVICES, INC.	402291	08-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	SPURGEON INTERMEDIATE SCHOOL	\$ 487.41

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
AMAZON CAPITAL SERVICES, INC.	402389	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	TAFT ELEMENTARY SCHOOL	\$ 180.13
AMAZON CAPITAL SERVICES, INC.	402532	16-May-2019	CLASSROOM AND OFFICE SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 752.69
AMAZON CAPITAL SERVICES, INC.	402376	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 14.61
AMAZON CAPITAL SERVICES, INC.	402296	08-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 877.07
AMAZON CAPITAL SERVICES, INC.	402299	08-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 491.30
AMAZON CAPITAL SERVICES, INC.	402347	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 246.02
AMAZON CAPITAL SERVICES, INC.	402356	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 1,909.48
AMAZON CAPITAL SERVICES, INC.	402399	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 450.06
AMAZON CAPITAL SERVICES, INC.	402401	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 163.85
AMAZON CAPITAL SERVICES, INC.	402465	14-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 2,676.63
AMAZON CAPITAL SERVICES, INC.	402673	21-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 15,054.65
AMAZON CAPITAL SERVICES, INC.	402387	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 141.99
AMAZON CAPITAL SERVICES, INC.	402523	16-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 246.68
AMAZON CAPITAL SERVICES, INC.	402524	16-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 185.70
AMAZON CAPITAL SERVICES, INC.	402525	16-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 245.97
AMAZON CAPITAL SERVICES, INC.	402526	16-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 917.22
AMAZON CAPITAL SERVICES, INC.	402527	16-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 126.84
AMAZON CAPITAL SERVICES, INC.	402529	16-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 48.05
AMAZON CAPITAL SERVICES, INC.	402289	08-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 327.73

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
ANAHEIM FUTBOL CLUB, INC	402390	09-May-2019	LEAGUE DUES	Donations (Miscellaneous)	CARR INTERMEDIATE SCHOOL	\$ 1,950.00
ANAHEIM FUTBOL CLUB, INC	402390	09-May-2019	LEAGUE DUES	Fundraiser (Non ASB-PTA Deposits)	JACKSON ELEMENTARY SCHOOL	\$ 650.00
ANDRADES VENTURES, INC. dba CARLOS ANDRADE	402434	13-May-2019	CATERING	Donations (Miscellaneous)	JACKSON ELEMENTARY SCHOOL	\$ 1,105.65
ANTHEM SCREEN PRINTING, INC.	402472	14-May-2019	SCREEN PRINTING SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 3,089.75
ANTONIO OROZCO dba DISCIPLINA POSITIVA, INC.	402438	13-May-2019	CONSULTANT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 4,000.00
APEX AUDIO, INC.	402336	09-May-2019	AV SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 653.08
APPLE, INC.	402363	09-May-2019	COMPUTERS AND TABLETS	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	\$ 2,781.52
APPLIED BEST PRACTICES, LLC.	402635	20-May-2019	CONSULTANT	Facilities and Government Relations Unrestricted	FACILITIES/GOVERNMENTAL RELATIONS	\$ 10,000.00
AREY JONES EDUCATIONAL SOLUTIONS	402567	16-May-2019	HP COMPUTERS	Department Unrestricted Discretionary Accounts	HEALTH/HOME-HOSPITAL INSTR	\$ 1,451.61
AREY JONES EDUCATIONAL SOLUTIONS	402374	09-May-2019	HP COMPUTERS	Family and Community Engagement (was Wellness)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 32,872.73
AREY JONES EDUCATIONAL SOLUTIONS	402662	20-May-2019	HP COMPUTERS	Family and Community Engagement (was Wellness)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 2,908.03
AREY JONES EDUCATIONAL SOLUTIONS	402656	20-May-2019	HP COMPUTERS	Technology Refresh	K-12 TEACHING AND LEARNING	\$ 14,280.00
AREY JONES EDUCATIONAL SOLUTIONS	402346	09-May-2019	HP COMPUTERS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 40,635.35
AREY JONES EDUCATIONAL SOLUTIONS	402354	09-May-2019	HP COMPUTERS	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 54,650.55
AREY JONES EDUCATIONAL SOLUTIONS	402357	09-May-2019	HP COMPUTERS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80
AREY JONES EDUCATIONAL SOLUTIONS	402358	09-May-2019	HP COMPUTERS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80
AREY JONES EDUCATIONAL SOLUTIONS	402360	09-May-2019	HP COMPUTERS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80
AREY JONES EDUCATIONAL SOLUTIONS	402361	09-May-2019	HP COMPUTERS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80
AREY JONES EDUCATIONAL SOLUTIONS	402370	09-May-2019	HP COMPUTERS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
AREY JONES EDUCATIONAL SOLUTIONS	402371	09-May-2019	HP COMPUTERS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80
AREY JONES EDUCATIONAL SOLUTIONS	402509	15-May-2019	HP COMPUTERS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80
AREY JONES EDUCATIONAL SOLUTIONS	402510	15-May-2019	HP COMPUTERS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 87,686.80
AREY JONES EDUCATIONAL SOLUTIONS	402348	09-May-2019	HP COMPUTERS	One-Time Carryover Funds	SIERRA PREPARATORY ACADEMY	\$ 13,709.73
AREY JONES EDUCATIONAL SOLUTIONS	402351	09-May-2019	HP COMPUTERS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 1,264.70
ATKINSON, ANDELSON, LOYA, RUIJUD & ROMO	402641	20-May-2019	LEGAL SERVICES	Department Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 474.57
AUSTIN JOHN TAYLOR SMITH	402310	08-May-2019	REIMBURSEMENT	Title I-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 1,006.17
AVID CENTER	402481	15-May-2019	STUDENT AWARDS	AVID-OCDE Destination Graduation-Intern Schs	MCFADDEN INTERMEDIATE SCHOOL	\$ 66.00
AVID CENTER	402587	16-May-2019	CONFERENCE	AVID-OCDE Destination Graduation-Intern Schs	MCFADDEN INTERMEDIATE SCHOOL	\$ 2,600.00
AVID CENTER	402587	16-May-2019	CONFERENCE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	\$ 5,650.00
B AND H PHOTO VIDEO	402550	16-May-2019	AV SUPPLIES	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 364.13
B.E. PUBLISHING	402415	10-May-2019	CLASSROOM BOOKS	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 9,285.79
BEKINS MOVING SOLUTIONS, INC.	402663	20-May-2019	FACILITIES MAINTENANCE SUPPLIES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,093.02
BERTRAND'S MUSIC ENTERPRISES	402449	14-May-2019	INSTRUMENTS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 75,904.72
BERTRAND'S MUSIC ENTERPRISES	402453	14-May-2019	INSTRUMENTS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 80,121.32
BERTRAND'S MUSIC ENTERPRISES	402458	14-May-2019	INSTRUMENTS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 15,501.16
BEST BUY	402551	16-May-2019	AV SUPPLIES	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 87.39
BIRDBRAIN TECHNOLOGIES, LLC	402284	08-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 24,096.96
BLICK ART MATERIALS dba DICK BLICK COMPANY	402313	08-May-2019	ART SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 925.27



**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
BLICK ART MATERIALS dba DICK BLICK COMPANY	402318	08-May-2019	ART SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 3,409.86
BLICK ART MATERIALS dba DICK BLICK COMPANY	402320	08-May-2019	ART SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 2,571.26
BLICK ART MATERIALS dba DICK BLICK COMPANY	402455	14-May-2019	ART SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 2,481.23
BLICK ART MATERIALS dba DICK BLICK COMPANY	402457	14-May-2019	ART SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 440.50
BLICK ART MATERIALS dba DICK BLICK COMPANY	402528	16-May-2019	ART SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 1,875.75
BRAD SNYDER	402599	16-May-2019	REIMBURSEMENT	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 1,220.65
BRYAN OSORIO	402430	10-May-2019	VAPA SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 150.00
BSN SPORTS	402419	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 6,137.38
BSN SPORTS	402420	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 3,902.94
BSN SPORTS	402421	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 3,263.04
BSN SPORTS	402422	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 1,307.67
BSN SPORTS	402423	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 673.57
BSN SPORTS	402424	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 3,093.13
BSN SPORTS	402425	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 8,082.37
CABE	402586	16-May-2019	CONFERENCE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	\$ 2,740.00
CABRILLO MARINE AQUARIUM	402585	16-May-2019	FIELD TRIP	Summer Enrichment	WALKER ELEMENTARY SCHOOL	\$ 50.00
CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICES	402600	16-May-2019	STAFF TRAINING	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 229.43
CALIFORNIA SCIENCE CENTER & IMAX THEATRE	402349	09-May-2019	FIELD TRIP	Summer Enrichment	ESQUEDA ELEMENTARY SCHOOL	\$ 25.00
CALIFORNIA SCIENCE CENTER FOUNDATION	402519	15-May-2019	FIELD TRIP	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	\$ 25.00

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
CALIFORNIA STATE PROTOCOL FOUNDATION	402287	08-May-2019	CONFERENCE	Emergency Preparedness and Operations	RISK MANAGEMENT	\$ 400.00
CALIFORNIA STATE UNIVERSITY	402508	15-May-2019	CONFERENCE	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 595.00
CDW GOVERNMENT INC	402379	09-May-2019	COMPUTER ACCESSORIES	One-Time Carryover Funds	SIERRA PREPARATORY ACADEMY	\$ 1,623.54
CENGAGE LEARNING dba GALE; NATIONAL GEOGRAPHIC LEARNING	402316	08-May-2019	SOFTWARE LICENSE	One-Time Carryover Funds	SANTA ANA HIGH SCHOOL	\$ 50.00
CHRISTINE MONGE	402311	08-May-2019	REIMBURSEMENT	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 963.63
COAST COMMUNITY COLLEGE DISTRICT dba ORANGE COAST COLLEGE	402512	15-May-2019	CONFERENCE	Unrestricted - Regional Occupational Center Prog (ROC/P PROGRAM	REGIONAL OCCUPATIONAL PROGRAM	\$ 700.00
COLLEGESPRING, INC.	402629	17-May-2019	CONSULTANT	College Readiness Block Grant	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 14,700.00
COLUMBIA MEMORIAL SPACE CENTER	402580	16-May-2019	FIELD TRIP	Title I, Core Set Aside	LOWELL ELEMENTARY SCHOOL	\$ 180.00
CORNER BAKERY	402614	17-May-2019	CATERING	Dept. SC-LCFF-Supplemental/Concentration	RESEARCH AND EVALUATION	\$ 924.00
COSTCO WHOLESALE	402568	16-May-2019	OFFICE SUPPLIES	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 62.56
COUNCIL OF EDUCATIONAL FACILITY PLANNERS, INTERNATIONAL dba ASSOCIATION FOR LEARNING ENVIRONMENTS	402649	20-May-2019	CONFERENCE	Facilities and Government Relations Unrestricted Discretionary Accounts	FACILITIES PLANNING	\$ 375.00
COUNTRY GARDEN CATERERS	402501	15-May-2019	CATERING	Family and Community Engagement (was Wellness	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 4,300.00
CRISIS PREVENTION INSTITUTE, INC.	402530	16-May-2019	CONFERENCE	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$ 6,498.00
CSNO CONFERENCE	402487	15-May-2019	CONFERENCE	Medi-Cal Billing Option	HEALTH/HOME-HOSPITAL INSTR	\$ 55.00
CULVER NEWLIN, INC.	402353	09-May-2019	CLASSROOM FURNITURE	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 955.94
CULVER NEWLIN, INC.	402340	09-May-2019	WELLNESS CENTER FURNITURE	Family and Community Engagement (was Wellness	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 9,992.98
CULVER NEWLIN, INC.	402353	09-May-2019	WELLNESS CENTER FURNITURE	Family and Community Engagement (was Wellness	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 9,941.48
CULVER NEWLIN, INC.	402657	20-May-2019	WELLNESS CENTER FURNITURE	Family and Community Engagement (was Wellness	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 1,044.43

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
CULVER NEWLIN, INC.	402659	20-May-2019	WELLNESS CENTER FURNITURE	Family and Community Engagement (was Wellness)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 1,865.20
CULVER NEWLIN, INC.	402660	20-May-2019	WELLNESS CENTER FURNITURE	Family and Community Engagement (was Wellness)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 14,597.99
CULVER NEWLIN, INC.	402342	09-May-2019	CLASSROOM FURNITURE	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 4,867.91
CULVER NEWLIN, INC.	402393	10-May-2019	CLASSROOM FURNITURE	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 28,402.28
CULVER NEWLIN, INC.	402463	14-May-2019	CLASSROOM FURNITURE	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 23,824.15
DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	402646	20-May-2019	BID LEGAL ADS	Facilities and Government Relations Unrestricted	FACILITIES/GOVERNMENTAL RELATIONS	\$ 92.80
DANIEL S. KARAWITZ dba SCIENCE EDUCATION CENTER OF CALIFORNIA	402683	21-May-2019	CONSULTANT	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	\$ 335.00
DAVEY'S LOCKER	402494	15-May-2019	FIELD TRIP	ESEA (ESSA) Title IV, Part A, Student Support and Academic	NONPUBLIC SCHOOLS	\$ 1,045.00
DAVID L BAKER GOLF COURSE	402598	16-May-2019	ATHLETIC TEAM FEES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 1,874.81
DE ANZA SAN DIEGO FOOD AND BEVERAGE, INC. dba NEWPORT DUNES BANQUETS	402469	14-May-2019	CATERING	Unrestricted One-time Funds	MADISON ELEMENTARY SCHOOL	\$ 150.00
DELL MARKETING L.P.	402479	15-May-2019	COMPUTER TABLETS	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 20,433.25
DIGITAL NETWORKS GROUP, INC.	402314	08-May-2019	CLASSROOM AV PURCHASE AND INSTALL	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 183,788.49
DIGITAL NETWORKS GROUP, INC.	402314	08-May-2019	CLASSROOM AV PURCHASE AND INSTALL	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 4,873.16
DIGITAL NETWORKS GROUP, INC.	402317	08-May-2019	CLASSROOM AV PURCHASE AND INSTALL	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 8,205.08
DIGITAL NETWORKS GROUP, INC.	402317	08-May-2019	CLASSROOM AV PURCHASE AND INSTALL	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 414.35
DISCOVERY CUBE ORANGE COUNTY	402306	08-May-2019	FIELD TRIP	Summer Enrichment	CARR INTERMEDIATE SCHOOL	\$ 960.00
DISCOVERY CUBE ORANGE COUNTY	402521	15-May-2019	FIELD TRIP	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	\$ 300.00
DISCOVERY CUBE ORANGE COUNTY	402583	16-May-2019	FIELD TRIP	Summer Enrichment	ESQUEDA ELEMENTARY SCHOOL	\$ 800.00
DISCOVERY CUBE ORANGE COUNTY	402288	08-May-2019	FIELD TRIP	Summer Enrichment	LINCOLN ELEMENTARY SCHOOL	\$ 900.00

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
DISCOVERY CUBE ORANGE COUNTY	402543	16-May-2019	FIELD TRIP	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	\$ 696.00
DISCOVERY CUBE ORANGE COUNTY	402478	15-May-2019	FIELD TRIP	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 414.00
DISCOVERY CUBE ORANGE COUNTY	402308	08-May-2019	FIELD TRIP	Title I, Core Set Aside	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 396.00
DISPLAYS 2 GO	402676	21-May-2019	DISPLAY CASE	One-Time Carryover Funds	SANTIAGO ELEMENTARY SCHOOL	\$ 1,008.02
EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS, EAGLE AERIAL IMAGING	402321	08-May-2019	DISTRICT BOUNDARY MAPS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,230.44
EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS, EAGLE AERIAL IMAGING	402321	08-May-2019	DISTRICT BOUNDARY MAPS	Facilities and Government Relations Unrestricted	FACILITIES/GOVERNMENTAL RELATIONS	\$ 3,885.24
EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS, EAGLE AERIAL IMAGING	402321	08-May-2019	DISTRICT BOUNDARY MAPS	Department Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 1,230.44
EASTBAY	402517	15-May-2019	ATHLETIC SUPPLIES	One-Time Carryover Funds	CENTURY HIGH SCHOOL	\$ 10,000.00
ENVIRONMENTAL NATURE CENTER	402522	15-May-2019	CONSULTANT	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	\$ 286.00
EWING IRRIGATION PRODUCTS, INC.	402651	20-May-2019	FACILITIES MAINTENANCE SUPPLIES	Civic Center Rental Fees	BUILDING SERVICES	\$ 10,597.25
FIRST CHOICE SERVICES	402582	16-May-2019	CATERING	Donations (Miscellaneous)	MADISON ELEMENTARY SCHOOL	\$ 792.57
FOLSOM LAKE FORD, INC.	402366	09-May-2019	NEW POLICE VEHICLE	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 40,252.69
FULL SWING CONSTRUCTION, INC. dba RAPID WALLS	402400	10-May-2019	LED LIGHT UPGRADES	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,500.00
FULL SWING CONSTRUCTION, INC. dba RAPID WALLS	402403	10-May-2019	STEM LAB CASEWORK	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 480.00
FULL SWING CONSTRUCTION, INC. dba RAPID WALLS	402534	16-May-2019	WINDOW REPLACEMENT	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,850.00
GARY R. GILMAN	402496	15-May-2019	CANCELLATION FEES	SC-LCFF-Supplemental/Concentration	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 20.00
GHA TECHNOLOGIES, INC.	402352	09-May-2019	COMPUTER ACCESSORIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 447.93
GLOBAL EQUIPMENT COMPANY, INC. dba GLOBAL INDUSTRIAL	402565	16-May-2019	CLASSROOM FURNITURE	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 1,484.20
GODINEZ HIGH SCHOOL	402485	15-May-2019	YEARBOOK FEES	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 2,100.00

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
GOLDEN WEST LEAGUE	402574	16-May-2019	LEAGUE FEES	SC-LCFF-Supplemental/Concentration	SEGERSTROM HIGH SCHOOL	\$ 400.00
GUARANTY CHEVROLET MOTORS, INC.	402622	17-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 61,185.56
HAJOCA CORPORATION DBA KEENAN SUPPLY	402462	14-May-2019	FACILITIES MAINTENANCE SUPPLIES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 25,000.00
HEALY AWARDS INC.	402535	16-May-2019	STUDENT AWARDS	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 864.87
HENRY SCHEIN	402511	15-May-2019	WAREHOUSE STOCK	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 1,206.12
HENRY T. NICHOLAS EDUCATION FOUNDATION dba NICHOLAS ACADEMIC CENTER	402617	17-May-2019	CONSULTANT	College Readiness Block Grant	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 72,400.00
HOME DEPOT CREDIT SERVICES	402634	20-May-2019	FACILITIES MAINTENANCE SUPPLIES	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	\$ 433.18
HOME DEPOT CREDIT SERVICES	402682	21-May-2019	FACILITIES MAINTENANCE SUPPLIES	Summer Enrichment	KENNEDY ELEMENTARY SCHOOL	\$ 213.88
HOME DEPOT CREDIT SERVICES	402666	20-May-2019	FACILITIES MAINTENANCE SUPPLIES	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 108.81
HOME DEPOT CREDIT SERVICES	402669	20-May-2019	FACILITIES MAINTENANCE SUPPLIES	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 48.07
HOME DEPOT CREDIT SERVICES	402677	21-May-2019	FACILITIES MAINTENANCE SUPPLIES	Unrestricted - Regional Occupational Center Prog (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 668.16
IMAGE GRAFICS	402633	20-May-2019	SCREEN PRINTING	Donations (Miscellaneous)	CENTURY HIGH SCHOOL	\$ 3,049.33
IMAGE ONE CORPORATION	402329	09-May-2019	SOFTWARE LICENSE	LCFF Funding Verification Forms	NUTRITION SERVICES	\$ 1,164.00
IMAGE ONE CORPORATION	402329	09-May-2019	SOFTWARE LICENSE	LCFF Funding Verification Forms	NUTRITION SERVICES	\$ 619.00
INMARK MEDIA LLC	402298	08-May-2019	ADVERTISING FEES	Recruitment/Retention - Marketing	COMMUNICATIONS OFFICE	\$ 5,500.00
INNOVATIONS FOR LEARNING dba INNOVATIONSN FOR LEARNING, INC.	402440	13-May-2019	ONLINE TUTORING PROGRAM	Dept. SC-LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	\$ 15,000.00
INNOVATIONS FOR LEARNING dba INNOVATIONSN FOR LEARNING, INC.	402440	13-May-2019	ONLINE TUTORING PROGRAM	United Way	K-12 TEACHING AND LEARNING	\$ 15,000.00
INTERIOR MANAGEMENT, INC.	402533	16-May-2019	CARPET REPLACEMENT	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 11,709.75
IRVINE PARK RAILROAD, INC.	402497	15-May-2019	FIELD TRIP	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 252.00

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
IRVINE RECREATION PARK dba IRVINE LANES	402684	21-May-2019	FIELD TRIP	Unrestricted One-time Funds	MADISON ELEMENTARY SCHOOL	\$ 828.18
JASON WHITLINGER dba CAL WEST VISUALS, INC.	402322	09-May-2019	AV EQUIPMENT	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,872.04
JOHN COLPAS dba SCICON SERVICES	402595	16-May-2019	ROCKETRY COMPETITION REGISTRATION	Summer Enrichment	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 137.35
JOSTENS/ JACK NICHOLSON	402486	15-May-2019	GRADUATION SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	\$ 176.03
JOSTENS/ JACK NICHOLSON	402500	15-May-2019	GRADUATION SUPPLIES	Unrestricted Discretionary Accounts	REACH ACADEMY	\$ 60.00
K-LOG INC	402369	09-May-2019	CLASSROOM FURNITURE	One-Time Carryover Funds	SANTIAGO ELEMENTARY SCHOOL	\$ 9,040.60
K-LOG INC	402369	09-May-2019	CLASSROOM FURNITURE	One-Time Carryover Funds	SANTIAGO ELEMENTARY SCHOOL	\$ 1,681.03
LEARNING FOR LIFE/ORANGE COUNTY COUNCIL	402480	15-May-2019	POLICE EXPLORER MEMBERSHIP FEES	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 712.00
LEGOLAND CALIFORNIA	402566	16-May-2019	FIELD TRIP	Title I, Core Set Aside	LOWELL ELEMENTARY SCHOOL	\$ 750.00
LOWE'S COMPANIES, INC. dba LOWE'S HOME CENTERS, LLC	402685	21-May-2019	FACILITIES MAINTENANCE SUPPLIES	Summer Enrichment	KENNEDY ELEMENTARY SCHOOL	\$ 105.68
LUBNA ALI KHATRI dba LA CONSULTING	402661	20-May-2019	COMPUTER NETWORK EQUIPMENT	Department Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 9,526.60
LUIS ADUNA	402309	08-May-2019	BASEBALL SCOREBOARD OPERATOR	SC-LCFF-Supplemental/Concentration	SANTA ANA HIGH SCHOOL	\$ 25.00
MANUEL BOGOSIAN dba BOGOSIAN ENTERPRISES, INC. dba SNAP ON TOOLS	402442	13-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 30,753.07
MARATHON INK SCREENPRINTING AND EMBROIDERY	402286	08-May-2019	SCREEN PRINTING	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$ 1,414.22
MARIA LUISA COVARRUBIAS dba EDSHAPE	402540	16-May-2019	CONSULTANT	Unrestricted - Instructional Materials (7156)	K-12 TEACHING AND LEARNING	\$ 20,000.00
MARIACHI CONNECTION INC	402428	10-May-2019	VAPA SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 244.73
MARKKULA CENTER FOR APPLIED ETHICS	402588	16-May-2019	MEMBERSHIP FEES	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 500.00
MARKKULA CENTER FOR APPLIED ETHICS	402588	16-May-2019	MEMBERSHIP FEES	Special Ed: Mental Health Services	MCFADDEN INTERMEDIATE SCHOOL	\$ 500.00

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
MCPEEK'S DODGE OF ANAHEIM	402483	15-May-2019	POLICE VEHICLE REPAIRS	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 6,090.33
MEDCO SUPPLY COMPANY, INC.	402426	10-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 436.56
MEDIEVAL TIMES	402301	08-May-2019	FIELD TRIP	Title I, Core Set Aside	MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,036.80
MELISSA KUEBLER	402315	08-May-2019	REIMBURSEMENT	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 3,349.57
MICRO CENTER	402498	15-May-2019	COMPUTER MONITORS	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 37,595.53
MODULAR ROBOTICS, INC.	402688	21-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 9,111.45
MUSICIAN'S FRIEND, INC.	402460	14-May-2019	VAPA SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 290.06
NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	402454	14-May-2019	ART INSTRUCTIONAL SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 1,590.19
NATIONAL CONSTRUCTION RENTAL, INC.	402337	09-May-2019	EQUIPMENT FOR GRADUATIONS	Department Unrestricted Discretionary Accounts	GRADUATION	\$ 17,045.26
NEARPOD, INC.	402597	16-May-2019	SOFTWARE LICENSE	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 349.00
NETMOTION SOFTWARE, INC.	402391	10-May-2019	SOFTWARE LICENSE	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 3,969.00
NEW VISTA SCHOOL	402474	14-May-2019	STUDENT TUTORING FEES	Special Education	SPECIAL EDUCATION	\$ 3,000.00
NEWPORT BAY NATURALIST & FRIENDS dba NEWPORT BAY CONSERVANCY	402470	14-May-2019	FIELD TRIP	Summer Enrichment	WALKER ELEMENTARY SCHOOL	\$ 250.00
NICK RAIL MUSIC	402671	21-May-2019	MUSIC SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 2,446.11
NTNNOVATIONS, INC.	402285	08-May-2019	CATERING	NJROTC	SADDLEBACK HIGH SCHOOL	\$ 786.50
NUTRIEN AG SOLUTIONS, INC.	402505	15-May-2019	GROUPS MAINTENANCE SUPPLIES	Civic Center Rental Fees	BUILDING SERVICES	\$ 3,146.40
NUTRIEN AG SOLUTIONS, INC.	402507	15-May-2019	GROUPS MAINTENANCE SUPPLIES	Civic Center Rental Fees	BUILDING SERVICES	\$ 8,150.05
OC IMPRINTS	402590	16-May-2019	SCREEN PRINTING	One-Time Carryover Funds	SIERRA PREPARATORY ACADEMY	\$ 1,275.77
OC ZOO IRVINE REGIONAL PARK	402581	16-May-2019	FIELD TRIP	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	\$ 126.00

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
OCEAN INSTITUTE	402303	08-May-2019	CONSULTANT	Donations (Miscellaneous)	MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 205.00
OCEAN INSTITUTE	402303	08-May-2019	CONSULTANT	Title I, Core Set Aside	MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 820.00
OFFICE DEPOT	402413	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Department Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 716.98
OFFICE DEPOT	402368	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	CARVER ELEMENTARY SCHOOL	\$ 2,334.86
OFFICE DEPOT	402473	14-May-2019	CLASSROOM AND OFFICE SUPPLIES	SC-Early Learning (PreK-gr 6)	DAVIS ELEMENTARY SCHOOL	\$ 262.99
OFFICE DEPOT	402410	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Department Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 85.35
OFFICE DEPOT	402412	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	SC-Early Learning (PreK-gr 6)	GARFIELD ELEMENTARY SCHOOL	\$ 519.16
OFFICE DEPOT	402377	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Department Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 2,329.64
OFFICE DEPOT	402380	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	College Readiness Block Grant	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 1,188.79
OFFICE DEPOT	402409	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 383.96
OFFICE DEPOT	402615	17-May-2019	CLASSROOM AND OFFICE SUPPLIES	Family and Community Engagement (was Wellness)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 441.91
OFFICE DEPOT	402623	17-May-2019	CLASSROOM AND OFFICE SUPPLIES	Family and Community Engagement (was Wellness)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 69.78
OFFICE DEPOT	402373	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Circulos	K-12 TEACHING AND LEARNING	\$ 1,136.17
OFFICE DEPOT	402294	08-May-2019	CLASSROOM AND OFFICE SUPPLIES	One-Time Carryover Funds	MCFADDEN INTERMEDIATE SCHOOL	\$ 2,063.12
OFFICE DEPOT	402402	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	AVID-OCDE Destination Graduation-Interm Schs	MCFADDEN INTERMEDIATE SCHOOL	\$ 117.99
OFFICE DEPOT	402402	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	\$ 17.47
OFFICE DEPOT	402404	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Department Unrestricted Discretionary Accounts	PAYROLL DEPARTMENT	\$ 264.45
OFFICE DEPOT	402407	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Department Unrestricted Discretionary Accounts	PAYROLL DEPARTMENT	\$ 52.89
OFFICE DEPOT	402631	20-May-2019	CLASSROOM AND OFFICE SUPPLIES	Department Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 12.65



**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
OFFICE DEPOT	402408	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 168.81
OFFICE DEPOT	402372	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 786.59
OFFICE DEPOT	402405	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 383.26
OFFICE DEPOT	402414	10-May-2019	CLASSROOM AND OFFICE SUPPLIES	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 84.28
OFFICE DEPOT	402436	13-May-2019	CLASSROOM AND OFFICE SUPPLIES	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 160.94
OFFICE DEPOT	402362	09-May-2019	CLASSROOM AND OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL CLIMATE	\$ 501.53
OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	402514	15-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	\$ 732.63
OLVERTAS INC. dba OLVERTAS VILLAGE	402429	10-May-2019	VAPA SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 144.14
ORANGE COAST COLLEGE FOUNDATION	402466	14-May-2019	FIELD TRIP	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	\$ 250.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	402632	20-May-2019	NATIONAL HISTORY DAY PARTICIPATION FEE	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 240.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	402491	15-May-2019	CONSULTANT	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 440.00
ORANGE COUNTY DEPARTMENT OF EDUCATION	402606	16-May-2019	CONFERENCE	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 40.00
ORANGE COUNTY HISPANIC CHAMBER OF COMMERCE	402304	08-May-2019	SPONSORSHIP	Dept. SC-LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 2,000.00
PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	402654	20-May-2019	LIBRARY BOOKS	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	\$ 152.86
PETE SUROWSKI dba PETE'S MUSIC	402612	17-May-2019	INSTRUMENTS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 518.94
PIONEER DRAMA SERVICE, INC.	402471	14-May-2019	CLASSROOM BOOKS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 53.26
PLAYERS CHOICE	402515	15-May-2019	PROMOTIONAL ITEMS FOR PRINTSHOP	Fund 01 General Fund	PUBLICATIONS	\$ 7,500.00
PLAYERS CHOICE	402560	16-May-2019	SCREEN PRINTING	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,622.37
PLAYERS CHOICE	402561	16-May-2019	SCREEN PRINTING	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 5,550.27

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
PLAYERS CHOICE	402564	16-May-2019	SCREEN PRINTING	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,748.01
PRB CONSTRUCTION	402576	16-May-2019	WINDOW INSTALLATION	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,966.50
PREHISTORIC, INC. dba JURASSIC PARTIES AND PREHISTORIC PETS	402490	15-May-2019	CONSULTANT	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 575.00
PREHISTORIC, INC. dba JURASSIC PARTIES AND PREHISTORIC PETS	402513	15-May-2019	CONSULTANT	SC-Early Learning (PreK-gr 6)	MARTIN ELEMENTARY SCHOOL	\$ 225.00
PREHISTORIC, INC. dba JURASSIC PARTIES AND PREHISTORIC PETS	402520	15-May-2019	CONSULTANT	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	\$ 350.00
PROJECT LEAD THE WAY, INC.	402493	15-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 13,221.24
PROJECT LEAD THE WAY, INC.	402499	15-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	Unrestricted - Regional Occupational Center Prog (ROC/P)	REGIONAL OCCUPATIONAL PROGRAM	\$ 950.00
PROJECT LEAD THE WAY, INC.	402503	15-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 3,857.62
PROJECT LEAD THE WAY, INC.	402504	15-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 6,998.02
RIDDELL INC dba KOLLEGE TOWN SPORTS	402295	08-May-2019	FOOTBALL HELMET CERTIFICATION	Department Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 15,113.64
RIVERA SPORTS	402608	16-May-2019	SCREEN PRINTING	Donations-Speech and Debate	K-12 TEACHING AND LEARNING	\$ 4,848.75
ROBERTO ZAVALA dba GALAXY PARTY RENTALS	402607	16-May-2019	EQUIPMENT RENTAL	Department Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 1,050.00
ROLL-A-SHADE, INC.	402435	13-May-2019	WINDOW COVERINGS	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,067.01
ROLL-A-SHADE, INC.	402531	16-May-2019	WINDOW COVERINGS	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,926.08
SACRAMENTO COE	402584	16-May-2019	NATIONAL HISTORY DAY PARTICIPATION FEE	One-Time Carryover Funds	SANTIAGO ELEMENTARY SCHOOL	\$ 760.00
SALES AND DISTRIBUTION SERVICES, INC.	402573	16-May-2019	FACILITIES MAINTENANCE SUPPLIES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,606.90
SANDRA OROZCO dba TOUCH N GO SOCCER ACADEMY	402437	13-May-2019	CONSULTANT	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	\$ 900.00
SANTA ANA CHAMBER OF COMMERCE	402594	16-May-2019	CONFERENCE	Dept. SC-LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 32.00
SANTA ANA COLLEGE, TESSMAN PLANETARIUM	402467	14-May-2019	FIELD TRIP	Summer Enrichment	LINCOLN ELEMENTARY SCHOOL	\$ 390.00

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
SANTA ANA HIGH SCHOOL	402593	16-May-2019	GRAD NIGHT/PROM TICKETS	Dept. SC-LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	\$ 220.00
SANTA ANA HIGH SCHOOL ASB	402603	16-May-2019	REIMBURSEMENT	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 440.54
SANTA ANA ZOO	402290	08-May-2019	FIELD TRIP	One-Time Carryover Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 476.00
SARAH DEMARZO dba LIZZIE'S LICE PICKERS	402300	08-May-2019	STUDENT HEALTH SERVICES	Department Unrestricted Discretionary Accounts	HEALTH/HOME-HOSPITAL INSTR	\$ 562.46
SARAH DEMARZO dba LIZZIE'S LICE PICKERS	402300	08-May-2019	STUDENT HEALTH SERVICES	MediCal Administrative Activities (MAA)	HEALTH/HOME-HOSPITAL INSTR	\$ 999.92
SCHOLASTIC BOOK CLUBS, INC.	402411	10-May-2019	CLASSROOM BOOKS	SC-Early Learning (PreK-gr 6)	CARVER ELEMENTARY SCHOOL	\$ 358.34
SCHOLASTIC BOOK CLUBS, INC.	402411	10-May-2019	CLASSROOM BOOKS	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	\$ 13.11
SCHOLASTIC BOOK CLUBS, INC.	402611	17-May-2019	CLASSROOM BOOKS	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	\$ 139.84
SCHOLASTIC BOOK FAIRS	402492	15-May-2019	BOOK FAIR FEE	Donations (Miscellaneous)	HARVEY ELEMENTARY SCHOOL	\$ 1,955.44
SCHOLASTIC BOOK FAIRS	402536	16-May-2019	BOOK FAIR FEE	Donations (Miscellaneous)	HENINGER ELEMENTARY SCHOOL	\$ 129.47
SCHOLASTIC BOOK FAIRS	402536	16-May-2019	BOOK FAIR FEE	Fundraiser (Non ASB-PTA Deposits)	HENINGER ELEMENTARY SCHOOL	\$ 4,186.20
SCHOOL ENERGY COALITION	402542	16-May-2019	MEMBERSHIP FEES	Facilities and Government Relations Unrestricted	FACILITIES/GOVERNMENTAL RELATIONS	\$ 260.00
SCHOOL LIFE, A DIVISION OF IMAGESTUFF.COM, INC.	402592	16-May-2019	STUDENT AWARDS	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 332.45
SCHOOL OUTFITTERS, LLC	402444	13-May-2019	CLASSROOM FURNITURE	Department Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 3,002.44
SCHOOL OUTFITTERS, LLC	402445	13-May-2019	CLASSROOM FURNITURE	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 1,001.39
SDI INNOVATIONS, INC. dba SCHOOL DATEBOOKS	402433	13-May-2019	STUDENT PLANNERS	SC-Early Learning (PreK-gr 6)	HEROES ELEMENTARY SCHOOL	\$ 1,565.79
SIGN A RAMA	402385	09-May-2019	PRINTED BANNER	One-Time Carryover Funds	JEFFERSON ELEMENTARY SCHOOL	\$ 1,608.41
SIGNATURE PARTY RENTALS	402589	16-May-2019	EQUIPMENT RENTAL	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 911.39
SIGNATURE PARTY RENTALS	402327	09-May-2019	EQUIPMENT RENTAL	Department Unrestricted Discretionary Accounts	GRADUATION	\$ 6,824.58

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
SIGNATURE PARTY RENTALS	402589	16-May-2019	EQUIPMENT RENTAL	Unrestricted Discretionary Accounts	MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 911.39
SNAP ON TOOLS	402555	16-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 38,346.75
SNAP ON TOOLS	402556	16-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 34,012.38
SOUTHWEST SCHOOL AND OFFICE SUPPLY	402297	08-May-2019	CLASSROOM AND OFFICE SUPPLIES	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 37.54
SOUTHWEST STRINGS	402459	14-May-2019	MUSIC SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 108.93
SPORTS PAGE SOCCER WAREHOUSE	402416	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 4,328.00
SPORTS PAGE SOCCER WAREHOUSE	402417	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 665.94
SPORTS PAGE SOCCER WAREHOUSE	402418	10-May-2019	ATHLETIC SUPPLIES	SC-LCFF-Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 1,309.91
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J	402570	16-May-2019	CONFERENCE	TIPS (Teaching Induction & Professional Support)	STAFF DEVELOPMENT	\$ 750.00
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J	402572	16-May-2019	CONFERENCE	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ 4,500.00
SWEETWATER SOUND, INC.	402439	13-May-2019	INSTRUMENTS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 19,525.96
SWEETWATER SOUND, INC.	402439	13-May-2019	INSTRUMENTS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 473.05
SWEETWATER SOUND, INC.	402552	16-May-2019	INSTRUMENTS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 20,086.47
TANAKA FARMS	402489	15-May-2019	FIELD TRIP	Head Start	CHILD DEVELOPMENT	\$ 3,802.00
TANAKA FARMS	402468	14-May-2019	FIELD TRIP	Title I, Core Set Aside	MADISON ELEMENTARY SCHOOL	\$ 510.00
TANAKA FARMS	402591	16-May-2019	FIELD TRIP	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	\$ 640.00
TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	402312	08-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	One-Time Carryover Funds	ESQUEDA ELEMENTARY SCHOOL	\$ 156.56
TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS	402307	08-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	Title I, Core Set Aside	LINCOLN ELEMENTARY SCHOOL	\$ 121.80
TEXTBOOK WAREHOUSE, LLC	402691	21-May-2019	CLASSROOM BOOKS	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,755.73

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
TEXTBOOK WAREHOUSE, LLC	402456	14-May-2019	TEXTBOOKS	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 948.94
THE ACME NETWORK	402292	08-May-2019	PROGRAM SUPPORT FEES	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 25,000.00
THEATREFOLK LTD.	402452	14-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 43.65
THINKWRITE TECHNOLOGIES, LLC	402392	10-May-2019	TESTING HEADPHONES	Dept. SC-LCFF-Supplemental/Concentration	RESEARCH AND EVALUATION	\$ 1,893.08
THINKWRITE TECHNOLOGIES, LLC	402392	10-May-2019	TESTING HEADPHONES	Dept. SC-LCFF-Supplemental/Concentration	RESEARCH AND EVALUATION	\$ 54.00
TIERRA VERDE INDUSTRIES	402506	15-May-2019	GROUPS MAINTENANCE SUPPLIES	Civic Center Rental Fees	BUILDING SERVICES	\$ 8,524.43
TROSSEN ROBOTICS, LLC	402488	15-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	ESEA (ESSA) Title IV, Part A, Student Support and Academic	NONPUBLIC SCHOOLS	\$ 1,331.30
TSS, INC DBA ALLSTAGE PRO	402331	09-May-2019	PODIUM RENTALS	Department Unrestricted Discretionary Accounts	GRADUATION	\$ 7,170.46
UCLA REGENTS OF LOS ANGELES	402539	16-May-2019	CONSULTANT	Unrestricted - Instructional Materials (7156)	K-12 TEACHING AND LEARNING	\$ 22,878.04
UCLA REGENTS OF LOS ANGELES	402539	16-May-2019	CONSULTANT	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	\$ 11,081.96
UNIVERSITY OF OREGON	402596	16-May-2019	SOFTWARE LICENSE	Unrestricted - Instructional Materials (7156)	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 500.00
VALLEY AQUATICS	402575	16-May-2019	TOURNAMENT FEE	SC-LCFF-Supplemental/Concentration	SEGERSTROM HIGH SCHOOL	\$ 425.00
VALLEY CROSS COUNTRY	402579	16-May-2019	TOURNAMENT FEE	SC-LCFF-Supplemental/Concentration	SEGERSTROM HIGH SCHOOL	\$ 480.00
VALLEY HIGH SCHOOL ASB	402537	16-May-2019	GRAD NIGHT/PROM TICKETS	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	\$ 1,640.00
VISION MARKING DEVICES	402293	08-May-2019	OFFICE SUPPLIES	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 233.41
VMI, INC	402516	15-May-2019	EQUIPMENT FOR EDUCATIONAL BROADCASTING	Dept. SC-LCFF-Supplemental/Concentration	COMMUNICATIONS OFFICE	\$ 1,666.06
VMI, INC	402475	14-May-2019	EQUIPMENT FOR EDUCATIONAL BROADCASTING	Department Unrestricted Discretionary Accounts	GRADUATION	\$ 3,946.12
VMI, INC	402674	21-May-2019	VIDEO PRODUCTION EQUIPMENT	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	\$ 156,862.25

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
WARD'S NATURAL SCIE.	402431	10-May-2019	CLASSROOM INSTRUCTIONAL SUPPLIES	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 305.88
WAYNE BOYER dba MOTOPOST USA	402655	20-May-2019	OFFICER UNIFORMS	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 2,907.36
WENGER CORPORATION	402451	14-May-2019	INSTRUMENT STORAGE	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 17,806.66
WEST COAST FIRE & INTEGRATION, INC.	402569	16-May-2019	FACILITIES MAINTENANCE SUPPLIES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,165.97
WEST COAST SAND & GRAVEL, INC.	402647	20-May-2019	GROUNDS MAINTENANCE SUPPLIES	Civic Center Rental Fees	BUILDING SERVICES	\$ 10,867.75
WEST ED	402693	21-May-2019	CAASPP BOOKLET PRINTING	Dept. SC-LCFF-Supplemental/Concentration	RESEARCH AND EVALUATION	\$ 2,500.00
WESTED	402650	20-May-2019	CAASPP TOOLS AND ASSESSMENT SUPPORT	Dept. SC-LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 48,125.00
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 18,293.09
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	SC-LCFF-Supplemental/Concentration	CENTURY HIGH SCHOOL	\$ 307.15
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Classified School Employee PD BG	CLASSIFIED PROF DEV	\$ 61.10
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	One-Time Carryover Funds	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 292.02
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Department Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 235.27
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Unrestricted - Regional Occupational Center Prog (ROC/IP	REGIONAL OCCUPATIONAL PROGRAM	\$ 167.96
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	SC-LCFF-Supplemental/Concentration	SADDLEBACK HIGH SCHOOL	\$ 35.84
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	SC-LCFF-Supplemental/Concentration	SANTA ANA HIGH SCHOOL	\$ 100.00
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	\$ 5,751.78
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	SC-LCFF-Supplemental/Concentration	SEGERSTROM HIGH SCHOOL	\$ 122.26
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Department Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 174.61
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Department Unrestricted Discretionary Accounts	TRANSPORTATION DEPARTMENT	\$ 1,221.65

**Fund 01**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	SC-LCFF- Supplemental/Concentration	VALLEY HIGH SCHOOL	\$ 140.09
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Department Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 1,615.10
WOODWIND AND BRASSWIND	402450	14-May-2019	INSTRUMENT SUPPLIES	Dept. SC-LCFF- Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 762.58
WORLD'S FINEST CHOCOLATE, INC.	402605	16-May-2019	FUNDRAISER	Fundraiser (Non ASB-PTA Deposits)	MARTIN ELEMENTARY SCHOOL	\$ 3,095.00
WRS GROUP LTD	402541	16-May-2019	CONFERENCE	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 2,596.00
ZAZ ENTERPRISE, INC. dba ROSA MUSICAL INSTRUMENT	402448	14-May-2019	INSTRUMENT STORAGE	Dept. SC-LCFF- Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 560.46
<b>Grand Total:</b>						<b>\$ 2,687,075.23</b>

**Fund 13**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
AMAZON CAPITAL SERVICES, INC.	402339	09-May-2019	OFFICE SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 78.62
AUMILLER, INC. dba QUALITY AIRE	402559	16-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 355.50
AUMILLER, INC. dba QUALITY AIRE	402562	16-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 546.96
CHEFS' TOYS	402367	09-May-2019	KITCHEN SMALLWARES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 13,694.50
CHEFS' TOYS	402618	17-May-2019	KITCHEN SMALLWARES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 481.40
CHEFS' TOYS	402619	17-May-2019	KITCHEN SMALLWARES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,134.73
FROSTLINE, INC.	402330	09-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,650.00
GOLD STAR FOODS	402558	16-May-2019	COMODITY PROCESSING FEES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 592.20
GOLD STAR FOODS	402578	16-May-2019	COMODITY PROCESSING FEES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 4,518.03
ID WHOLESALER	402620	17-May-2019	ID CARD PRINTING SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 826.47
INDUSTRIAL ELECTRIC SERVICE	402328	09-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,648.00

**Fund 13**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
INDUSTRIAL ELECTRIC SERVICE	402616	17-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,774.56
JC FOODSERVICE, INC. dba ACTION SALES	402334	09-May-2019	EQUIPMENT RELOCATION	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,400.00
JOHN C. LOHMANN dba TRI-CITIES REFRIGERATION	402477	15-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 147.00
OFFICE DEPOT	402335	09-May-2019	OFFICE SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 254.59
OFFICE DEPOT	402432	10-May-2019	OFFICE SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 386.59
OFFICE DEPOT	402621	17-May-2019	OFFICE SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 126.69
REFRIGERATION CONTROL CO., INC.	402554	16-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,847.49
SUPERIOR SERVICE, CORP.	402332	09-May-2019	OVEN MAINTENANCE	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,800.00
ULINE SHIPPING SUPPLIES	402338	09-May-2019	OFFICE SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 167.32
WEST COAST COMMERCIAL AIR GOLDEN STATE COMPRESSORS, INC. dba WEST COAST COMMERCIAL AIR	402563	16-May-2019	EQUIPMENT REPAIRS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 596.28
WEX BANK dba WRIGHT EXPRESS FSC	402446	13-May-2019	DISTRICT FUEL CARD	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 5,360.73
				<b>Grand Total:</b>		<b>\$ 41,387.66</b>

**Fund 14**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
BENSON CRANE, INC.	402545	16-May-2019	CRANE SERVICES	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 700.00
CH20, INC.	402549	16-May-2019	FACILITIES MAINTENANCE SUPPLIES	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 1,453.03
FEDERAL TECHNOLOGY SOLUTIONS, INC.	402694	21-May-2019	NETWORK UPS BATTERY REPLACEMENT ESQUEDA	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 1,911.08
FEDERAL TECHNOLOGY SOLUTIONS, INC.	402695	21-May-2019	UPS REPLACEMENT ESQUEDA	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 2,841.92
FEDERAL TECHNOLOGY SOLUTIONS, INC.	402696	21-May-2019	UPS ELECTRICAL INSTALLATION	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 2,951.26



**Fund 14**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
FEDERAL TECHNOLOGY SOLUTIONS, INC.	402697	21-May-2019	UPS REPLACEMENT ESQUEDA	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 2,997.05
FEDERAL TECHNOLOGY SOLUTIONS, INC.	402698	21-May-2019	UPS REPLACEMENT ESQUEDA	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 2,992.10
GOLD COAST FENCE, INC.	402341	09-May-2019	FENCE REPAIRS VALLEY	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 1,510.00
GOLD COAST FENCE, INC.	402544	16-May-2019	FENCE REPAIRS GRISET	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 6,702.64
GOLD COAST FENCE, INC.	402547	16-May-2019	FENCE REPAIRS SIERRA	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 1,770.00
GOLD COAST FENCE, INC.	402553	16-May-2019	FENCE REPAIR SAHS	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 7,545.00
GOLD COAST FENCE, INC.	402665	20-May-2019	TEMPORARY FENCING GARFIELD	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 12,836.88
GOLD COAST FENCE, INC.	402670	20-May-2019	FENCE REPAIR MCFADDEN	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 12,727.63
MB PAINTING	402624	17-May-2019	PAINTING SEGERSTROM	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 3,000.00
R M SYSTEMS, INC.	402548	16-May-2019	CLASSROOM CLOCKS	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 6,697.90
RC MASONRY	402571	16-May-2019	CONCRETE REPAIRS GARFIELD	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 2,700.00
RC MASONRY	402664	20-May-2019	CONCRETE REPAIRS ADAMS	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 5,033.20
SPECIALTY EQUIPMENT CO.	402699	21-May-2019	SPECIALTY VEHICLE OUTFITTING	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 2,456.94
TIM TUCKER dba TNT ELECTRIC	402546	16-May-2019	GATE ELECTRICAL REPAIRS DO	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 1,279.00
<b>Grand Total:</b>						<b>\$ 80,105.63</b>

**Fund 25**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
ENVIRONMENTAL NETWORK CORP.	402644	20-May-2019	ASBESTOS AND LEAD INSPECTIONS AND TESTING	Fund 25 Community Redevelopment Funds	CARVER ELEMENTARY SCHOOL	\$ 17,760.00
ENVIRONMENTAL NETWORK CORP.	402644	20-May-2019	ASBESTOS AND LEAD INSPECTIONS AND TESTING	Fund 25 Community Redevelopment Funds	GARFIELD ELEMENTARY SCHOOL	\$ 20,760.00
ENVIRONMENTAL NETWORK CORP.	402644	20-May-2019	ASBESTOS AND LEAD INSPECTIONS AND TESTING	Fund 25 Community Redevelopment Funds	KING ELEMENTARY SCHOOL	\$ 19,560.00

**Fund 25**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
ENVIRONMENTAL NETWORK CORP.	402644	20-May-2019	ASBESTOS AND LEAD INSPECTIONS AND TESTING	Fund 25 Community Redevelopment Funds	WASHINGTON ELEMENTARY SCHOOL	\$ 29,240.00
GOLD COAST FENCE, INC.	402667	20-May-2019	NEW FENCING ROOSEVELT	Fund 25 City Santa Ana Redevelopment	ROOSEVELT ELEMENTARY SCHOOL	\$ 23,830.16
GOLD COAST FENCE, INC.	402668	20-May-2019	NEW FENCING ROOSEVELT	Fund 25 City Santa Ana Redevelopment	ROOSEVELT ELEMENTARY SCHOOL	\$ 24,364.29
LORRIE LOUISE RUIZ dba CORINNE LOSKOT CONSULTING, INC.	402648	20-May-2019	CONSULTANT	Fund 25 Community Redevelopment Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 40,000.00
RECREATION BRANDS OF SOUTHERN CALIFORNIA INC.	402642	20-May-2019	PLAYGROUND EQUIPMENT	Fund 25 City Santa Ana Redevelopment	SPURGEON INTERMEDIATE SCHOOL	\$ 3,200.00
SEAN KHAN CONSULTING COMPANY, INC. dba SKC COMPANY	402637	20-May-2019	PORTABLE RELOCATION ROOSEVELT	Fund 25 City Santa Ana Redevelopment	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 5,000.00
SEAN KHAN CONSULTING COMPANY, INC. dba SKC COMPANY	402638	20-May-2019	PORTABLE RELOCATION CARVER	Fund 25 City Santa Ana Redevelopment	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 18,400.00
SEAN KHAN CONSULTING COMPANY, INC. dba SKC COMPANY	402639	20-May-2019	PORTABLE RELOCATION THORPE	Fund 25 City Santa Ana Redevelopment	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 52,575.00
SEAN KHAN CONSULTING COMPANY, INC. dba SKC COMPANY	402640	20-May-2019	PORTABLE RELOCATIONS ADAMS	Fund 25 City Santa Ana Redevelopment	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 17,525.00
WASTE MANAGEMENT COLLECTION AND RECYCLING, INC. dba IRVINE HAULING	402658	20-May-2019	WASTE SERVICES CAMPUS DRIVE LOCATION	Fund 25 Capital Facilities Fund	DISTRICT-WIDE	\$ 1,251.67
WESTGROUP DESIGNS INC	402518	15-May-2019	ARCHITECTURAL SERVICES	Fund 25 Community Redevelopment Funds	INDA (Campus Drive)	\$ 54,911.00
<b>Grand Total:</b>						<b>\$ 328,377.12</b>

**Fund 35**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
COMMERCEWEST BANK	402613	17-May-2019	CARVER P2P ESCROW ACCOUNT	Fund 35 OPSC School Facilities Bond Projects	CARVER ELEMENTARY SCHOOL	\$ 103,443.75
<b>Grand Total:</b>						<b>\$ 103,443.75</b>

**Fund 40**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	402645	20-May-2019	BID LEGAL ADS	Emergency Repair Prgm-Williams Case	HENINGER ELEMENTARY SCHOOL	\$ 420.50
DIVISION OF STATE ARCHITECT	402626	17-May-2019	PLAN REVIEW FEES	Emergency Repair Prgm-Williams Case	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 2,000.00
MORRISSEY ASSOCIATES, INC.	402627	17-May-2019	ARCHITECTURAL SERVICES	Fund 40 California Solar Initiative Rebate	CARVER ELEMENTARY SCHOOL	\$ 30,700.00
<b>Grand Total:</b>						<b>\$ 33,120.50</b>

**Fund 81**

Supplier:	PO Number:	Date PO Created:	Item Description:	Resource Description:	Site:	Amount:
CDW GOVERNMENT INC	402443	13-May-2019	OFFICE SUPPLIES	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 767.97
CULVER NEWLIN, INC.	402625	17-May-2019	OFFICE FURNITURE	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 308.09
EAGLE AERIAL PHOTOGRAPHY, INC. dba EAGLE AERIAL SOLUTIONS; EAGLE AERIAL IMAGING	402321	08-May-2019	DISTRICT BOUNDARY MAPS	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 1,230.44
L & L CONSULTANTS, INC. dba SAFETY RESEARCH CONSULTANTS, INC.	402628	17-May-2019	DRIVER TRAINING CLASSES	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 1,650.00
LABOR ARBITRATION INSTITUTE	402689	21-May-2019	CONFERENCE	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 575.00
OFFICE DEPOT	402406	10-May-2019	OFFICE SUPPLIES	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 174.96
RITEWAY AUTO PAINT & BODYWORKS	402601	16-May-2019	VEHICLE REPAIRS	Fund 81 Property & Liability	DISTRICT-WIDE	\$ 691.06
RITEWAY AUTO PAINT & BODYWORKS	402602	16-May-2019	VEHICLE REPAIRS	Fund 81 Property & Liability	DISTRICT-WIDE	\$ 1,234.34
RITEWAY AUTO PAINT & BODYWORKS	402610	16-May-2019	VEHICLE REPAIRS	Fund 81 Property & Liability	DISTRICT-WIDE	\$ 1,332.42
<b>Grand Total:</b>						<b>\$ 7,964.28</b>

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.12 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of May 8, 2019 through May 21, 2019</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
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 May 8, 2019 through May 21, 2019.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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 May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 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 May 8, 2019 through May 21, 2019.

MR:kl:mm

**File Attachments**

[Expenditures Summary Report - FINAL.pdf \(171 KB\)](#)

[Warrants Final \(May 8 thru May 21\).pdf \(186 KB\)](#)

[U.S. Bank CalCard - May 8th Warrant Listing #84266091..pdf \(135 KB\)](#)



# Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: May 21, 2019  
To: Stefanie P. Phillips, Ed.D., Superintendent  
From: Manoj Roychowdhury, Assistant Superintendent, Business Services  
Subject: Expenditures Summary: From 8-May-2019 through 21-MAY-2019

Fund 01 General Fund	\$6,208,084.49
Fund 09 Charter School Fund	\$1,232.54
Fund 12 Child Development	\$4,853.45
Fund 13 Cafeteria Fund	\$969,325.04
Fund 14 Deferred Maintenance Fund	\$92,653.95
Fund 25 Capital Facilities Fund	\$454,722.73
Fund 35 County School Facilities Fund	\$297,208.23
Fund 40 Special Reserve Fund	\$176,941.25
Fund 56 Debt Service Fund	\$143,976.67
Fund 68 Workers' Compensation	\$248,252.86
Fund 69 Health & Welfare	\$6,255,868.02
Fund 81 Property & Liability	\$168,759.53
Total Expenditures:	\$15,021,878.76

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

May 08, 2019\*

Page 1 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84266062	<b>DISCOVERY CUBE ORANGE COUNTY</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	<b>\$56,545.50</b>
84266064	<b>FEDERAL TECHNOLOGY SOLUTIONS, INC.</b> Department Unrestricted Discretionary Accounts	DISTRICT-WIDE TECHNOLOGY INNOVATION SERVICES	<b>\$47,879.42</b>
84266073	<b>JUSTIN BUCHMAN dba THE LEARNING CENTER</b> Special Ed: Mental Health Services	SPECIAL EDUCATION	<b>\$85,481.83</b>
84266086	<b>RODOLFO CAZALES dba TOYAMA KARATE-DO</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	<b>\$25,129.60</b>
84266091	<b>U S BANK - CAL CARD</b> Unrestricted Discretionary Accounts	DISTRICT-WIDE	<b>\$114,182.32</b>
84266132	<b>ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.</b> Facilities and Government Relations Unrestricted Discretionary Accounts	BUILDING SERVICES	<b>\$96,198.65</b>
84266160	<b>JFK TRANSPORTATION</b> 21st Century ASSETS (roll-up 4124) AVID-OCDE Destination Graduation-High Schools California Career Pathways Trust Circulos College Readiness Block Grant Dashboard Support Schools Dept. SC-LCFF-Supplemental/Concentration Donations (Miscellaneous) Donations-ASB Transportation	CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL MIDDLE COLLEGE HIGH SCHOOL REGIONAL OCCUPATIONAL PROGRAM K-12 TEACHING AND LEARNING K-12 SCHOOL PERFORMANCE AND CULTURE LATHROP INTERMEDIATE SCHOOL K-12 TEACHING AND LEARNING CENTURY HIGH SCHOOL THORPE FUNDAMENTAL ELEMENTARY SCHOOL WILLARD INTERMEDIATE SCHOOL	<b>\$27,384.01</b>

# SAUSD Board of Education Warrant Listing

May 08, 2019

Page 2 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>	
	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL		
	Fundraiser (Non ASB-PTA Deposits)	WALKER ELEMENTARY SCHOOL		
		WILSON ELEMENTARY SCHOOL		
	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL		
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL		
		KENNEDY ELEMENTARY SCHOOL		
		LATHROP INTERMEDIATE SCHOOL		
		MADISON ELEMENTARY SCHOOL		
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL		
		MONROE ELEMENTARY SCHOOL		
		SANTIAGO ELEMENTARY SCHOOL		
		SEGERSTROM HIGH SCHOOL		
		SPURGEON INTERMEDIATE SCHOOL		
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL		
		One-Time Carryover Funds	SEGERSTROM HIGH SCHOOL	
			VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		SC-LCFF-Supplemental/Concentration	CENTURY HIGH SCHOOL	
	SANTA ANA HIGH SCHOOL			
	Supplementary Programs-Specialized Secondary	SANTA ANA HIGH SCHOOL		
	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL		
	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL		
		GARFIELD ELEMENTARY SCHOOL		
		SANTA ANA HIGH SCHOOL		
		WALKER ELEMENTARY SCHOOL		
<b>84266053</b>	<b>ACTIVE LEARNING, INC.</b>			
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	<b>\$25,192.00</b>	



# SAUSD Board of Education Warrant Listing

May 08, 2019

Page 3 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 13 Cafeteria Fund</b>			
84266199	<b>LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE</b> Child Nutrition: School Programs	HOP SHOP NUTRITION SERVICES	\$34,008.97
84266172	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$27,424.06
84266197	<b>LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE</b> Child Nutrition: School Programs	HOP SHOP NUTRITION SERVICES	\$50,948.42
84266201	<b>NEWPORT FARMS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$28,511.53
84266209	<b>THE PLATINUM PACKAGING GROUP</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$41,786.02
84266175	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$61,215.18
<b>Fund 25 Capital Facilities Fund</b>			
84266228	<b>PH HAGOPIAN CONTRACTOR, INC.</b> Fund 25 City Santa Ana Redevelopment	SANTA ANA HIGH SCHOOL	\$406,755.23
<b>Fund 40 Special Reserve Fund</b>			
84266231	<b>BERNARDS BROS., INC. dba BERNARDS BROTHERS</b> Child Nutrition: School Programs Fund 40 Kitchen Remodeling	SADDLEBACK HIGH SCHOOL SADDLEBACK HIGH SCHOOL	\$52,695.00
<b>Fund 56 Debt Service Fund</b>			
84266233	<b>OPUS BANK</b> 2016 Lease Purchase thru EMMA	DISTRICT-WIDE	\$143,976.67

# SAUSD Board of Education Warrant Listing

May 08, 2019

Page 4 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 68 Workers' Compensation</b>			
84266234	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$138,470.73
<b>Fund 69 Health &amp; Welfare</b>			
84266237	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$356,949.94
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84266235	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG) Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$335,365.01
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84266236	KAISER FOUNDATION HEALTH PLAN, INC. Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$2,040,242.41
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Grand Total:</b>			<b>\$4,196,342.50</b>

*\*Warrant listing report includes payments for \$25,000 and over.*

# SAUSD Board of Education Warrant Listing

May 13, 2019\*

Page 1 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84266299	<b>CULVER NEWLIN, INC.</b>		<b>\$51,799.91</b>
	Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	Family and Community Engagement (was Wellness Center)	K-12 SCHOOL PERFORMANCE AND CULTURE	
	One-Time Carryover Funds	HARVEY ELEMENTARY SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
84266294	<b>COLLEGE BOARD</b>		<b>\$111,600.00</b>
	College Readiness Block Grant	K-12 SCHOOL PERFORMANCE AND CULTURE	
84266264	<b>ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.</b>		<b>\$67,260.37</b>
	Facilities and Government Relations Unrestricted Discretionary Accounts	BUILDING SERVICES	
84266249	<b>VISTA CHARTER PUBLIC SCHOOLS</b>		<b>\$53,689.58</b>
	Fund 01 General Fund	CASH ACCOUNT	
84266248	<b>VISTA CHARTER PUBLIC SCHOOLS</b>		<b>\$25,119.50</b>
	Fund 01 General Fund	CASH ACCOUNT	
84266247	<b>ORANGE COUNTY SCHOOL OF THE ARTS</b>		<b>\$415,210.11</b>
	Fund 01 General Fund	CASH ACCOUNT	
84266246	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b>		<b>\$118,400.77</b>
	Fund 01 General Fund	CASH ACCOUNT	
84266245	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b>		<b>\$74,218.11</b>
	Fund 01 General Fund	CASH ACCOUNT	
84266244	<b>MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION</b>		<b>\$130,763.15</b>
	Fund 01 General Fund	CASH ACCOUNT	
84266243	<b>EL SOL SCIENCE AND ARTS ACADEMY</b>		<b>\$173,432.29</b>
	Fund 01 General Fund	CASH ACCOUNT	

# SAUSD Board of Education Warrant Listing

May 13, 2019

Page 2 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84266242	EDWARD B. COLE, SR. ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$59,046.78
84266241	EDNOVATE, INC. Fund 01 General Fund	CASH ACCOUNT	\$60,123.35
84266240	CITRUS SPRINGS CHARTER SCHOOL, INC. Fund 01 General Fund	CASH ACCOUNT	\$50,671.81

## Fund 81 Property & Liability

84266370	RAPTOR TECHNOLOGIES, LLC Fund 81 Property & Liability	RISK MANAGEMENT	\$31,700.00
----------	--	-----------------	-------------

**Grand Total:** **\$1,423,035.73**

*\*Warrant listing report includes payments for \$25,000 and over.*

# SAUSD Board of Education Warrant Listing

May 15, 2019\*

Page 1 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84266521	<b>RAISE 3D TECHNOLOGIES, INC.</b> CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	<b>\$138,095.54</b>
84266421	<b>ATKINSON ANDELSON LOYA RUUD &amp; ROMO</b> Special Education	SPECIAL EDUCATION	<b>\$31,747.24</b>
84266422	<b>CATAPULT LEARNING WEST, LLC</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A Title III Limited English Proficiency LEP Student Program	NONPUBLIC SCHOOLS NONPUBLIC SCHOOLS	<b>\$55,222.67</b>
84266423	<b>CHARITABLE VENTURES OF ORANGE COUNTY</b> Dept. SC-LCFF-Supplemental/Concentration IASA: Title I Basic Grants Low-Income and Neglected, Part A  Restorative Practice/Violence Prevention Expansion (K-12) SC-LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE CENTURY HIGH SCHOOL HEROES ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL SIERRA PREPARATORY ACADEMY VALLEY HIGH SCHOOL K-12 SCHOOL PERFORMANCE AND CULTURE REACH ACADEMY	<b>\$38,527.71</b>
84266424	<b>DE LAGE LANDEN FINANCIAL SERVICES, INC., dba DE</b> Department Unrestricted Discretionary Accounts	DISTRICT-WIDE	<b>\$47,877.15</b>
84266425	<b>ORANGE COUNTY SCHOOL OF THE ARTS</b> Special Education	SPECIAL EDUCATION	<b>\$311,665.56</b>

# SAUSD Board of Education Warrant Listing

May 15, 2019

Page 2 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84266426	<b>PADRES UNIDOS</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL MUIR FUNDAMENTAL ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL WALKER ELEMENTARY SCHOOL WILSON ELEMENTARY SCHOOL	<b>\$30,715.43</b>
	SC-Early Learning (PreK-gr 6)	CARVER ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	
84266427	<b>VERITIV OPERATING COMPANY</b> Fund 01 General Fund	PUBLICATIONS WAREHOUSE AND DELIVERY	<b>\$48,669.11</b>

# SAUSD Board of Education Warrant Listing

May 15, 2019

Page 3 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>84266428</b>	<b>WESTERN YOUTH SERVICES</b>		<b>\$68,400.00</b>
	Dept. SC-LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	Mental Health Redesign (Elementary)	PUPIL SUPPORT SERVICES	
	One-Time Carryover Funds	DAVIS ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
<b>84266429</b>	<b>WEX BANK dba WRIGHT EXPRESS FSC</b>		<b>\$28,517.92</b>
	Classified School Employee PD BG	CLASSIFIED PROF DEV	
	Department Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	
		TECHNOLOGY INNOVATION SERVICES	
		TRANSPORTATION DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	Dept. SC-LCFF-Supplemental/Concentration	SCHOOL POLICE SERVICES	
	One-Time Carryover Funds	GODINEZ FUNDAMENTAL HIGH SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	SC-LCFF-Supplemental/Concentration	CENTURY HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	

# SAUSD Board of Education Warrant Listing

May 15, 2019

Page 4 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84266430	<b>XEROX CORPORATION</b> Department Unrestricted Discretionary Accounts	PUBLICATIONS	<b>\$41,036.78</b>
84266442	<b>IMGB SOLUTIONS</b> Department Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	<b>\$69,685.00</b>
84266456	<b>AREY JONES EDUCATIONAL SOLUTIONS</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships Dashboard Support Schools Department Unrestricted Discretionary Accounts Dept. SC-LCFF-Supplemental/Concentration  Education for Homeless Children and Youth Facilities and Government Relations Unrestricted Discretionary Accounts Head Start IASA: Title I Basic Grants Low-Income and Neglected, Part A  Medi-Cal Billing Option Mental Health Redesign (Elementary) One-Time Carryover Funds	AFTER SCHOOL PROGRAMS MCFADDEN INTERMEDIATE SCHOOL ACCOUNTING DEPARTMENT K-12 SCHOOL PERFORMANCE AND CULTURE SCHOOL CLIMATE PUPIL SUPPORT SERVICES FACILITIES PLANNING CHILD DEVELOPMENT DIAMOND ELEMENTARY SCHOOL EDISON ELEMENTARY SCHOOL GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL REACH ACADEMY SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY HEALTH/HOME-HOSPITAL INSTR PUPIL SUPPORT SERVICES EDISON ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL	<b>\$198,086.05</b>



# SAUSD Board of Education Warrant Listing

May 15, 2019

Page 5 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		JEFFERSON ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	PLTW (Project Lead The Way, Inc.)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	SC-Early Learning (PreK-gr 6)	DAVIS ELEMENTARY SCHOOL	
	Special Education	MCFADDEN INTERMEDIATE SCHOOL	
	The California Endowment Grant	PUPIL SUPPORT SERVICES	
	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
	Unrestricted-GATE (7140)	K-12 TEACHING AND LEARNING	
<b>84266480</b>	<b>AMERICAN LOGISTICS COMPANY, LLC</b>		<b>\$29,650.00</b>
	SpEd Pupil Transportation	TRANSPORTATION DEPARTMENT	
<b>84266371</b>	<b>ACTIVE LEARNING, INC.</b>		<b>\$25,192.00</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
<b>84266494</b>	<b>JFK TRANSPORTATION</b>		<b>\$173,325.50</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	SpEd Pupil Transportation	TRANSPORTATION DEPARTMENT	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
<b>84266502</b>	<b>OC TRANSIT, INC.</b>		<b>\$179,400.00</b>
	SpEd Pupil Transportation	TRANSPORTATION DEPARTMENT	
<b>Fund 13 Cafeteria Fund</b>			
<b>84266561</b>	<b>GOLD STAR FOODS</b>		<b>\$109,779.95</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
<b>84266565</b>	<b>GOLD STAR FOODS</b>		<b>\$184,823.08</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	

# SAUSD Board of Education Warrant Listing

May 15, 2019

Page 6 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84266579	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL	\$51,888.86
<b>Fund 35 County School Facilities Fund</b>			
84266597	SEAN KHAN CONSULTING COMPANY, INC., dba SKC Fund 35 OPSC School Facilities Bond Projects	CARVER ELEMENTARY SCHOOL	\$29,400.00
84266598	TILDEN-COIL CONSTRUCTORS, INC. Fund 35 OPSC School Facilities Bond Projects	CARVER ELEMENTARY SCHOOL	\$185,008.86
84266596	MORRISSEY ASSOCIATES, INC. Fund 35 OPSC School Facilities Bond Projects	CARVER ELEMENTARY SCHOOL	\$26,520.00
84266595	DLR GROUP, INC. dba DLR GROUP - WESTLAKE REED Fund 35 OPSC School Facilities Bond Projects	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$42,273.62
<b>Fund 40 Special Reserve Fund</b>			
84266599	MORRISSEY ASSOCIATES, INC. Emergency Repair Program-Williams Case	FACILITIES/GOVERNMENTAL RELATIONS	\$123,220.00
<b>Fund 68 Workers' Compensation</b>			
84266600	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$106,264.19

# SAUSD Board of Education Warrant Listing

May 15, 2019

Page 7 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 69 Health &amp; Welfare</b>			
84266602	<b>ALLIANT INSURANCE SERVICES, INC.</b> Fund 69 Health & Welfare	DISTRICT-WIDE	<b>\$95,000.00</b>
84266603	<b>BLUE SHIELD OF CALIFORNIA</b> Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	<b>\$3,314,743.64</b>
84266604	<b>DELTA DENTAL INSURANCE COMPANY</b> Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	<b>\$49,276.96</b>
84266606	<b>VISION SERVICE PLAN</b> Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	<b>\$64,242.16</b>
<b>Fund 81 Property &amp; Liability</b>			
84266608	<b>COMMUNICATIONS USA, INC.</b> Fund 81 Property & Liability	RISK MANAGEMENT	<b>\$135,617.11</b>
<b><i>Grand Total:</i></b>			<b><i>\$6,033,872.09</i></b>

***\*Warrant listing report includes payments for \$25,000 and over.***

# SAUSD Board of Education Warrant Listing

May 20, 2019\*

Page 1 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
<b>84266684</b>	<b>JFK TRANSPORTATION</b>		<b>\$72,885.50</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	SpEd Pupil Transportation	TRANSPORTATION DEPARTMENT	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
<b>84266683</b>	<b>DURHAM SCHOOL SERVICES, L.P.</b>		<b>\$753,117.99</b>
	SpEd Pupil Transportation	TRANSPORTATION DEPARTMENT	
<b>84266682</b>	<b>COLLEGE BOARD</b>		<b>\$93,098.00</b>
	College Readiness Block Grant	K-12 SCHOOL PERFORMANCE AND CULTURE	
<b>84266676</b>	<b>RDO EQUIPMENT, CO.</b>		<b>\$41,325.63</b>
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
<b>84266634</b>	<b>B&amp;H PHOTO VIDEO</b>		<b>\$37,208.68</b>
	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	
	Dept. SC-LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	
<b>84266612</b>	<b>APPLE, INC.</b>		<b>\$243,436.29</b>
	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
	CTE Incentive Grant (local grant)	REGIONAL OCCUPATIONAL PROGRAM	
	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	
	Department Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	
	Dept. SC-LCFF-Supplemental/Concentration	COMMUNICATIONS OFFICE	
		K-12 TEACHING AND LEARNING	
		VISUAL & PERFORMING ARTS	

# SAUSD Board of Education Warrant Listing

May 20, 2019

Page 2 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Family and Community Engagement (was Wellness Center)	K-12 SCHOOL PERFORMANCE AND CULTURE	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	
	One-Time Carryover Funds	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
	Special Ed: IDEA Preschool Grants,	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: Mental Health Services	MCFADDEN INTERMEDIATE SCHOOL	
	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	
		SPECIAL EDUCATION	
	Technology Refresh	K-12 TEACHING AND LEARNING	
	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
	Unrestricted One-time Funds	MADISON ELEMENTARY SCHOOL	
<b>Fund 13 Cafeteria Fund</b>			
84266725	<b>GOLD STAR FOODS</b>		<b>\$40,601.02</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
<b>Grand Total:</b>			<b>\$1,281,673.11</b>

***\*Warrant listing report includes payments for \$25,000 and over.***

**U.S. BANK - CAL CARD**  
**Warrant Listing - May 8, 2019**  
**Check #: 84266091**

Account Name	Department	Position Title	Credit Limit	Amount Used
SARA SHOREY	Adams Elementary	Principal I	\$200.00	\$40.05
KIMBERLY GARCIA	Advanced Learning Academy	Principal I	\$200.00	\$80.45
JENNIFER M CISNEROS	After School Programs	Dir of Extended Learning Programs-12	\$200.00	\$110.34
MICHAEL BAKER	After School Programs	Coord of Student Achievement	\$200.00	\$149.77
MANOJ ROYCHOWDHURY	Business Services	Asst Supt of Business Svcs-12	\$10,000.00	\$1,765.45
MARIBEL MARTINEZ	Business Services	Sr Exec Secretary-12	\$2,000.00	\$50.23
THOMAS A STEKOL	Business Services	Dep Supt Administrative Services-12	\$10,000.00	\$748.71
JOSE LUIS PEDROZA	Carr Intermediate	Principal III	\$200.00	\$182.70
KIMBERLY KEMPA	Carver Elementary	Principal II	\$200.00	\$0.00
JONATHAN SWANSON	Century High	Principal IV	\$200.00	\$190.58
DANA TRUCKER CLARK	Chavez Continuation High	Principal I	\$200.00	\$150.13
CHARLOTTE ERVIN	Child Development	Coordinator	\$200.00	\$305.06
DAICY CRUZ	Child Development	Parent Ed Spec-12	\$200.00	\$199.85
PAUL SALAZAR	Child Development	Asst Coord Child Development	\$200.00	\$114.49
MARIA LOPEZ GUERRA	Community Relations	Dir of Community Relations	\$1,000.00	\$463.37
ROBERT ANGUIANO	Davis Elementary	Principal I	\$200.00	\$109.52
ALFONSO JIMENEZ	Deputy Superintendents Office	Deputy Supt Ed Svcs	\$7,500.00	\$1,640.70
SALVADOR TINAJERO	Deputy Superintendents Office	Program Spec	\$200.00	\$818.40
DENISE BERTRAND	Diamond Elementary	Principal I	\$200.00	\$0.00
ALDO ACEVES	Early Childhood Education	Early Learning Specialist-12	\$200.00	\$197.91
KATHY GOMEZ	Early Childhood Education	School Readiness Coordinator	\$200.00	\$190.18
KEELY ORLANDO	Early Childhood Education	Dir of Early Childhood Education	\$200.00	\$0.00
GINA ZYBURT	Edison Elementary	Principal I	\$200.00	\$0.00
NURIA SOLIS	EL Programs & Student Achievement	Dir of ELD Bilingual Programs	\$200.00	\$178.94
KEVIN TONAI	Esqueda Elementary	Principal II	\$200.00	\$0.00
ORIN L WILLIAMS	Facilities	Asst Superintendent of Facilities-12	\$7,500.00	\$158.23
JEREMY COGAN	Facilities	Director of facilities	\$200.00	\$14.06
ROSA BERNAL	Facilities	Executive Secretary-12	\$2,000.00	\$0.00
RITA T PEREIRA	Franklin Elementary	Principal I	\$200.00	\$17.23
MARICELA ROQUE	Fremont Elementary	Principal II	\$200.00	\$0.00
KASEY KLAPPENBACK	Garfield Elementary	Principal I	\$200.00	\$71.17
GREGORY S COOMBS	Godinez High School	Teacher 9-12	\$200.00	\$0.00
JESSE CHURCH	Godinez High School	Principal IV	\$200.00	\$120.38
LISA C TREEN	Godinez High School	Teacher 9-12	\$200.00	\$0.00
FELISA GEAR	Greenville Fundamental School	Principal II	\$200.00	\$0.00
ROBERT MCDONALD	Harvey Elementary	Principal I	\$200.00	\$0.00
WILLIAM SKELLY	Heninger Elementary	Principal II	\$200.00	\$0.00
REBECCA CHURNSIDE	Heroes Elementary	Principal I	\$200.00	\$0.00
ARMANDO GUTIERREZ	Hoover Elementary	Principal I	\$200.00	\$189.17
GABRIELA GARCIA	Human Resources	Admin Secy_Human Resources-12	\$7,500.00	\$1,114.92
MARK A MCKINNEY	Human Resources	Assoc Supt of Human Resources	\$7,500.00	\$1,037.68
MARK P RODRIGUEZ	Information Tech Center	Asst Dir of Tech Innov Svcs - Info Tech Support-12	\$200.00	\$0.00
RICARDO ENZ	Information Tech Center	Dir of Technology Innovation Services-12	\$1,000.00	\$214.92
ROBERT A CHAVEZ	Information Tech Center	Asst Dir of Tech Innov Svcs - Network Support-12	\$200.00	\$0.00
NORRIS PEREZ	Jackson Elementary	Principal II	\$200.00	\$192.90
FERNANDO DURAN	Jefferson Elementary	Principal II	\$200.00	\$53.96
EDWARD WINCHESTER	K12 School Performance and Culture	Exec Dir Sec Curriculum and Inst	\$2,500.00	\$279.91
KATY C. CONSOLIDA	K12 School Performance and Culture	Dir of Transition Support Services	\$200.00	\$33.00
SONIA RODARTE LLAMAS	K12 School Performance and Culture	Asst Supt of School Performance & Culture	\$7,500.00	\$2,217.53
BIANCA BARQUIN	K12 TEACHING AND LEARNING	Dir of Elementary Student Achievement/Charter Schools	\$2,500.00	\$1,178.22
DANIEL ALLEN	K12 Teaching and Learning	Asst Supt of Teaching and Learning	\$7,500.00	\$7,472.67
JESSICA SALCEDO	K12 Teaching and Learning	Coord of Circulos	\$200.00	\$177.82
MARISOL REXACH	K12 Teaching and Learning	Dir of Prof Learning/Tchr Induction	\$1,000.00	\$624.13
MARJORIE A COCHRAN	K12 Teaching and Learning	Grant Writer-12	\$200.00	\$12.95
OMAR EZZELDINE	K12 Teaching and Learning	Dir of Classified Professional Development	\$200.00	\$0.00
STEVE KOTSUBO	Kennedy Elementary	Principal I	\$200.00	\$130.04
ELEANOR RODRIGUEZ	King Elementary	Principal II	\$200.00	\$78.03
STUART CALDWELL	Lathrop Intermediate	Principal III	\$200.00	\$0.00
EDNA VELADO	Lincoln Elementary	Principal II	\$200.00	\$199.85
MICHAEL PARRA	Lorin Grisct Academy	Principal I	\$200.00	\$39.95

**U.S. BANK - CAL CARD**  
**Warrant Listing - May 8, 2019**  
**Check #: 84266091**

Account Name	Department	Position Title	Credit Limit	Amount Used
MIRIAM GONZALEZ-PEREZ	Lowell Elementary	Principal II	\$200.00	\$0.00
DAVID CASPER	Mac Arthur Fundamental	Principal III	\$200.00	\$50.18
LISA SOLOMON	Madison Elementary	Principal II	\$200.00	\$1,889.85
PETER RICHARDSON	Martin Elementary	Principal I	\$200.00	\$170.67
IGNACIO MUNIZ	McFadden Intermediate	Principal III	\$200.00	\$150.56
GABRIEL MORENO	Mendez Fundamental	Principal III	\$200.00	\$25.00
DAMON VOIGHT	Middle College High	Principal I	\$200.00	\$108.48
GEORGE M BELLO	Mitchell Child Development	Principal Spl Ed Infant Preschool Program	\$200.00	\$0.00
SANDRA GONZALEZ	Mitchell Child Development	Sch Off Mgr Elem-11	\$200.00	\$0.00
BETTY TAMARA RIOS	Monroe Elementary	Principal I	\$200.00	\$183.96
MARY GREENE	Monte Vista Elementary	Principal I	\$200.00	\$0.00
LAURA MARTIN	Muir Fundamental School	Principal II	\$200.00	(\$33.90)
JOSH GODDARD	Nutrition Services	Mgr of Food Svcs Operations-12	\$200.00	\$0.00
LUIS ZUNIGA	Nutrition Services	Food Svc Production Supvr-12	\$2,500.00	\$1,260.22
MARIA GUADALUPE GOMEZ	Pio Pico Elementary	Principal I	\$200.00	\$0.00
JOHN SCHRECK	Publications	Mgr of Logistics-12	\$1,000.00	\$918.61
HEIDI CISNEROS	Pupil Support Services	Exec Dir of Pupil Support Svcs	\$5,000.00	\$661.97
DOLORES TORRES	Purchasing	Sr Buyer-12	\$25,000.00	\$23,347.83
ETIL GUILLEN	Purchasing	Buyer-12	\$25,000.00	\$0.00
JACQUELINE HANNA	Purchasing	Buyer-12	\$50,000.00	\$5,341.66
JONATHAN W GEISZLER	Purchasing	Dir of Purchasing and Stores-12	\$50,000.00	\$21,165.20
MARK ORNELAS	Purchasing	Buyer-12	\$25,000.00	\$0.00
OMAR GARCIA	Purchasing	Buyer-12	\$50,000.00	\$23,436.11
RUTH ZINTZUN	Purchasing	Purchasing Manager-12	\$50,000.00	\$4,289.60
VERONICA GUILLEN	Purchasing	Buyer-12	\$25,000.00	\$2,323.38
CHAD GREENDALE	Reach Academy	Principal I	\$200.00	\$28.38
CAMILLE BODEN	Risk Management	Exec Dir of Risk Management-12	\$200.00	\$0.00
JUAN J RAMIREZ	Roosevelt Elementary	Principal II	\$200.00	\$0.00
DONALD ISBELL	ROP	Dir of ROP	\$200.00	\$152.90
EDWARD BUSTAMANTE	Saddleback High	Principal IV	\$200.00	\$0.00
BRIAN ROBERT LILLIE	Santa Ana High	Teacher 9-12	\$200.00	\$0.00
JEFF BISHOP	Santa Ana High	Principal IV	\$200.00	\$85.16
DAVID RICHEY	School Climate	Dir of Pupil Support Svcs	\$200.00	\$195.22
ADRIANA OLSON	School Police Services	Admin Secretary Sch Police Svcs-12	\$200.00	\$2.68
NICK JOHN CANZONE	Seegerstrom High School	Teacher 9-12	\$200.00	\$0.00
ANA GONZALEZ	Sepulveda Elementary	Principal I	\$200.00	\$0.00
CECILIA VUONG LUNA	Special Education	Executive Secretary-12	\$2,000.00	\$88.84
DAREK JARONCZYK	Special Education	Dir of Special Ed Svcs	\$200.00	\$0.00
MAYRA HELGUERA	Special Education	Asst Supt Spec Ed Spec Ed Local Plan Area SELPA	\$10,000.00	\$1,728.61
JIMMY BRUHL	Special Projects/Wellness	Coord of Special Projects	\$200.00	\$0.00
DIANA TORRES	Spurgeon Intermediate	Principal I	\$200.00	\$46.46
ANTONETTE ROBERTO	Superintendents Office	Sec and Off Mgr for Super-12	\$15,000.00	\$108.68
ROSIE ROSALES	Superintendents Office	Executive Assistant-12	\$15,000.00	\$660.96
STEFANIE PHILLIPS	Superintendents Office	Superintendent	\$7,500.00	\$789.94
HERMINIO B BAUTISTA	Taft Elementary	Principal I	\$200.00	\$0.00
CYNTHIA LANDSIEDEL	Thorpe Fundamental	Principal II	\$200.00	\$191.93
ANTONIO PASILLAS	Transportation	Vehicle Mechanic II-12	\$2,500.00	\$110.92
JUAN C SALDIVAR	Transportation	Vehicle Mechanic II-12	\$2,500.00	\$1,051.62
ANISSA SEQUEIDA	Villa Fundamental	Principal III	\$200.00	\$118.06
MARIANA GARATE	Walker Elementary	Principal I	\$200.00	\$0.00
AMY SCRUTON	Willard Intermediate	Principal III	\$200.00	\$103.44
ERICA GRAVES	Wilson Elementary	Principal I	\$200.00	\$113.59

**Grand Total: \$114,182.32**

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.13 Approval of Declaration of Need for Fully Qualified Educators for 2019-2020 School Year</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
Budgeted	No
Budget Source	No fiscal impact.
Recommended Action	Approve the amended Declaration of Need for Fully Qualified Educators for the 2019-20 school year as requested by the California Commission on Teacher Credentialing.

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of Declaration of Need for Fully Qualified Educators for 2019-2020 School Year

**ITEM:** Consent

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

#### BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board approval of the amended Declaration of Need for Fully Qualified Educators. The California Commission on Teacher Credentialing requires school districts to annually submit this declaration. This allows the Commission on Teacher Credentialing to issue Emergency CLAD and Emergency BCLAD Permits as well as Limited Assignment Permits to teachers when we are unable to find a properly credentialed candidate in the areas of English Learners (EL), Bilingual Authorizations and American Sign Language.

#### RATIONALE:

This approval is necessary in order to employ teachers on Emergency CLAD and Emergency BCLAD Permits in the area of English Learners and Bilingual Authorizations as well as American Sign Language Teachers in unique and difficult to fill assignments. The District makes every effort to employ fully credentialed teachers with EL authorization. This Declaration of Need will allow us to hire and apply for the Emergency CLAD, Emergency BCLAD and Limited Assignment Single Subject Credentials only when there is no other option. Board action is necessary on an annual basis.

#### FUNDING:

No fiscal impact.

#### RECOMMENDATION:

Approve the amended Declaration of Need for Fully Qualified Educators for the 2019-20 school year as requested by the California Commission on Teacher Credentialing.



File Attachments

3-Attachment-DON Form 19-20.pdf (316 KB)



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019-2020

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Santa Ana Unified School District District CDS Code: 30

Name of County: Orange County CDS Code: 66670

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 11 / 2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Mark A. McKinney Associate Superintendent, HR

*Name*

*Signature*

*Title*

714-558-5590

714-558-5680

*Fax Number*

*Telephone Number*

*Date*

1601 E. Chestnut Avenue, Santa Ana, CA 92701

*Mailing Address*

mark.mckinney@sausd.us

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>5</u>
Bilingual Authorization (applicant already holds teaching credential)	<u>2</u>
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	1
Special Education	
TOTAL	

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. We work with a number of Commission approved college/university program.

Does your agency participate in a Commission-approved college or university internship program? Yes  No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.

Alliant Inter. University      CSU, Long Beach      University of Redlands  
Azusa Pacific                  National University      Biola University  
CSU, Fullerton                  University of Phoenix      Chapman University

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
 \_\_\_\_\_

## 8. Approval of Consent Calendar

---

<b>Subject</b>	<b>8.14 Approval of Revision to the 2019-2020 and 2020-2021 Academic School Calendar</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
Recommended Action	Approve the revised student academic calendar for the 2019-2020 school year, moving the elementary parent conference week, likewise adjust the 2020-2021 in the same manner.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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:** Approval of Revision to the 2019-2020 and 2020-2021 Academic School Calendar

**ITEM:** Consent

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

#### ITEM SUMMARY:

- Revision to the 2019-2020 and 2020-2021 Academic School Calendar to reflect a change to the parent conference week for elementary students.

#### BACKGROUND INFORMATION:

In collaboration with Educational Services and SAEA, there has been a request to move the parent conference week for elementary. The purpose is to better align the conference week to the grading periods for elementary students. This will provide teachers the opportunity to have more up to date progress information when meeting with parents.

The beginning and end dates of the calendar do not change, and there is no change to the instructional days for students. The proposed changes to the 2019-2020 calendar include moving the elementary parent conference week from the week of December 2-6 to the week of November 18-22. In addition, the non-student day on November 22, 2019 would be for elementary students, only. The K-12 non-student day would move to November 1, 2019. The proposed changes to the 2020-2021 calendar include moving the elementary parent conference week from November 30 through December 4 to the week of November 16-20. In addition, the non-student day on November 20, 2020 would be for elementary students, only. Lastly, the K-12 non-student day would move to November 2, 2020. The proposed calendars are attached.

#### RATIONALE:

The adjustment of the parent conference week for elementary will better align class instruction and student assessment to parent conferences.

#### FUNDING:

No Fiscal Impact

**RECOMMENDATION:**

Approve the revised student academic calendar for the 2019-2020 school year, moving the elementary parent conference week, likewise adjust the 2020-2021 in the same manner.

MAM: gg

**File Attachments**

[Attachment - Revised Academic Student Calendar.pdf \(2,620 KB\)](#)

# Santa Ana Unified School District **2019-2020** Academic School Calendar

JULY 2019					AUGUST 2019					SEPTEMBER 2019					OCTOBER 2019									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
			4					7	8	9				2	3	4	5	6				7		
1	2	3		5	5	6		8	9	10				9	10	11	12	13				10	11	
8	9	10	11	12	12	13	14	15	16	16	17	18	19	20	13	14	15	16	17				11	12
15	16	17	18	19	19	20	21	22	23	23	24	25	26	27	20	21	22	23	24				12	13
22	23	24	25	26	26	27	28	29	30	30					27	28	29	30	31				14	15
29	30	31																					15	16
4 Holiday - Independence Day					9 Duty Day - Professional Development Days					2 Holiday - Labor Day					7 Duty Day - Student Free Day; (TS) Parent Conferences									
Instructional Days: 0					Instructional Days: 15					Instructional Days: 20					Instructional Days: 15									
NOVEMBER 2019					DECEMBER 2019					JANUARY 2020					FEBRUARY 2020									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
				1									1											
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10	3	4	5	6	7					
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17	10	11	12	13	14					
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24	17	18	19	20	21					
25	26	27	28	29	30	31				27	28	29	30	31										
1 End of Trimester: (ES-58 Days) Progress Reports: 12 Week (TS/HS) Duty Day - Student Free Day (K-12)					19 End of Semester (HS) 86 Days/Modified Day (TS/HS) Progress Reports: 6 Week (ES) Duty Day - Student Free Day (TS) 86 Days/Student Day (ES)					1 Holiday					10 Holiday - Lincoln Day									
22 Modified Day/Parent Conferences: ES: 11/18-11/21 Non-Instruction - Thanksgiving Recess Holiday					20 Modified Day: ES: Parent Conferences 12/3-12/6, HS: 12/17, & K-12: 12/18 Holiday					6 First Day of Spring Instruction Holiday - Martin Luther King, Jr. Day Non-Instruction - Winter Recess					17 Holiday - Washington Day End of Trimester: (ES-59 Days) Duty Day - Student Free Day (K-12) Progress Reports: 6 Week (TS/HS)									
Instructional Days: 0					Instructional Days: 15					Instructional Days: 20					Instructional Days: 17									
MARCH 2020					APRIL 2020					MAY 2020					JUNE 2020									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
2	3	4	5	6	6	7	8	9	10	4	5	6	7	8	1	2	3	4	5					
9	10	11	12	13	13	14	15	16	17	11	12	13	14	15	8	9	10	11	12					
16	17	18	19	20	20	21	22	23	24	18	19	20	21	22	15	16	17	18	19					
23	24	25	26	27	27	28	29	30		25	26	27	28	29	22	23	24	25	26					
30	31									29	30				29	30								
Modified Day/Parent Conferences: ES: 3/2 - 3/6					17 Progress Reports: K-12 Open House: HS: 4/2 ES: 4/23, IS: 4/30 Non-Instruction - Spring Recess Modified Day: HS: 4/3, ES: 4/24					25 Holiday - Memorial Day Last Day of Instruction-End of Semester (TS/HS-94 Days) Modified Day (K-12) Duty Day - Student Free Day					Instructional Days: 0									
Instructional Days: 22					Instructional Days: 17					Instructional Days: 19					Instructional Days: 0									

### IMPORTANT INFORMATION

1. First Day of Service: August 7, 2019
  2. First Day of Instruction: August 12, 2019
  3. Last Day of Service: May 29, 2020
- Modified Wednesday ES/IS      Modified Day (see legend)

### DAYS OF INSTRUCTION

1. Students attend school **180** days
2. Parent Conferences: **Elementary School (ES)**: November 18-22, 2019  
**Elementary School (ES)**: March 2-6, 2020  
**Intermediate School (IS)**: October 7, 2019

### DUTY DAYS

- Teacher Duty Days: 187 (5 Student Free Duty Days/2 Prof. Dev. Days)
- K-12**: November 1, 2019 & February 21, 2020
- Elementary: November 22, 2019    Intermediate: October 7, 2019
- High School: December 20, 2019

# Santa Ana Unified School District **2020-2021** Academic School Calendar

JULY 2020							AUGUST 2020							SEPTEMBER 2020							OCTOBER 2020						
M	T	W	Th	F	M	T	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
			3		3					6	7				3					3						1	2
					10					13	14				10	11				10						8	9
					17					20	21				17	18				17						15	16
					24					27	28				24	25				24						22	23
					31										30					30						29	30
<b>3</b> Holiday - Independence Day							Duty Day - Professional Development Days							Back to School Night (1S)							Duty Day - Student Free Day: (1S) Parent Conferences <b>30</b> Progress Reports: 12 Week (1S/HS)						
Instructional Days: 0							Instructional Days: 16							Instructional Days: 21							Instructional Days: 15: 21, ES/HS: 22						
NOVEMBER 2020							DECEMBER 2020							JANUARY 2021							FEBRUARY 2021						
M	T	W	Th	F	M	T	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
			6		7					10	11				8	9				5						2	3
			13		14					17	18				14	15				12						9	10
			20		21					24	25				21	22				19						16	17
			27		28					31					28	29				27						24	25
<b>2</b> Duty Day - Student Free Day (K-12) Duty Day - Student Free Day: (ES) Parent Conferences Holiday Modified Day/Parent Conferences: ES: 11/16-11/19 Non-Instruction - Thanksgiving Recess							End of Semester (1S 86 Days)/Modified Day (1S/HS) Progress Reports: 6 Week (ES) Duty Day - Student Free Day (1S)/End of Semester/Modified Day (1S) 86 Days/Student Day (ES) Modified Day: ES: Parent Conferences 12/1-12/4, HS: 12/15, & K-12: 12/1 Holiday Non-Instruction - Winter Recess							Holiday First Day of Spring Instruction (1S/HS) Holiday - Martin Luther King, Jr. Day Non-Instruction - Winter Recess							Holiday - Lincoln Day Holiday - Washington Day End of Trimester: (ES-60 Days) Duty Day - Student Free Day (K-12) Progress Reports: 6 Week (1S/HS)						
Instructional Days: 14							Instructional Days: 14							Instructional Days: 19							Instructional Days: 17						
MARCH 2021							APRIL 2021							MAY 2021							JUNE 2021						
M	T	W	Th	F	M	T	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
			5		6					8	9				6	7				4						2	3
			12		13					15	16				13	14				12						9	10
			19		20					22	23				20	21				19						16	17
			26		27					29	30				27	28				26						23	24
Modified Day/Parent Conferences: ES: 3/1 - 3/5							Progress Reports: K-12 Open House: HS: 4/1 ES: 4/22, 1S: 4/29 Non-Instruction - Spring Recess Modified Day: HS: 4/2, ES: 4/23, 1S: 4/30							Last Day of Instruction-End of Semester (1S/HS-94 Days)/End of Trimester (ES-63 Days) Modified Day (K-12) Duty Day - Student Free Day Modified Day: 5/24-5/25 (1S/HS) Holiday - Memorial Day							Instructional Days: 0						
Instructional Days: 23							Instructional Days: 17							Instructional Days: 18							Instructional Days: 0						

### IMPORTANT INFORMATION

<p><b>1. First Day of Service:</b> August 5, 2020</p> <p><b>2. Last Day of Instruction:</b> August 10, 2020</p> <p><b>3. Last Day of Service:</b> May 27, 2021</p> <p style="font-size: small;">Modified Wednesday ES/1S Modified Day (see legend)</p>	<p style="text-align: center;"><b>DAYS OF INSTRUCTION</b></p> <p>1. Students attend school <b>180</b> days</p> <p>2. Parent Conferences: <b>Elementary School (ES):</b> November 16-19, 2020 <b>Elementary School (ES):</b> March 1-5, 2021 <b>Intermediate School (1S):</b> October 5, 2020</p>
<p style="text-align: center;"><b>DUTY DAYS</b></p> <p>Teacher Duty Days: <b>187 (5 Student Free Duty Days/2 Prof. Dev. Days)</b></p> <p><b>K-12:</b> November 2, 2020 &amp; February 19, 2021 <b>Elementary:</b> November 20, 2020 <b>Intermediate:</b> October 5, 2020 <b>High School:</b> December 18, 2020</p>	



## 8. Approval of Consent Calendar

---

**Subject**                    **8.15 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves**

Meeting                    Jun 11, 2019 - Regular Board Meeting

Access                    Public

Type

### 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:** **Mark A. McKinney, Associate Superintendent, Human Resources**

#### ITEM SUMMARY:

- Contained within the Personnel Calendar are 16 new hires for SAUSD, including:
  - Activities Monitor – 1
  - After School Instructional Provider - 6
  - Computer Technician I – 1
  - District Safety Officer – 1
  - Early Learning Specialist – 1
  - Media Design/Production Specialist - 1
  - Site Clerk – 1
  - Student Support Paraprofessional Special Ed – 2
  - Teachers - 2

#### 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.

MAM:gg

File Attachments

Personnel Calendar 6-11-19.pdf (2,370 KB)

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>RESIGNATIONS 2018-19</b>				
Diaz, Veronica	Teacher	Saddleback	May 31, 2019	
Sidor, Sara	Nurse	Health/Home-Hospital Instruction	May 17, 2019	
<b>NEW HIRES/RE-HIRES</b>				
Foster, Steve	Teacher	Santa Ana	May 8, 2019	Rehire - Temporary 44909 (20% contract)
Numagami, Raymond	Teacher	Jefferson	May 1, 2019	New Hire - Temporary 44920 (48% Contract)
<b>CHANGE IN STATUS</b>				
Vanags, Michael	Teacher	Segerstrom	August 23, 2019	From Temporary 44920 to Probationary I
<b>LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>				
Walker, Kenneth	Teacher	Santa Ana	August 7, 2019 - May 29, 2020	
<b>ABSENCE (3 to 20 duty days) - Without Pay with Benefits</b>				
Mejia, Lilia	Teacher	Lowell	May 6, 2019 - May 10, 2019	

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>ABSENCE (3 to 20 duty days) - Without Pay with Benefits (continued)</b>				
Rear, Lara	Teacher	Santa Ana	May 20, 2019 - May 31, 2019	
<b>39-MONTH REEMPLOYMENT</b>				
Davis, Nancy	Teacher	Segerstrom	May 1, 2019 - August 1, 2022	
Whitcomb, Haley	Teacher	Adams	May 9, 2019 - August 9, 2022	
<b>EXTENDED WORK YEAR 2018-19</b>				
Corell, Julie	Speech and Language Pathologist	Speech Department	June 12, 2019 - June 14, 2019	3 Additional Days
Kitzmann, Becky	Psychologist	Psychological Services	June 3, 2019 - June 7, 2019	5 Additional Days
<b>EXTENDED WORK YEAR 2019-20</b>				
Kitzmann, Becky	Psychologist	Psychological Services	July 15, 2019 - July 19, 2019	5 Additional Days
Patterson, Kimberly	Speech and Language Pathologist	Speech Department	July 15, 2019 - July 19, 2019	5 Additional Days

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>EXTENDED WORK YEAR 2019-20 (continued)</b>				
	Speech and Language Pathologist	Speech Department	July 15, 2019 - July 19, 2019	5 Additional Days
<b>EXTRA DUTY 2018-19</b>				
Gregrow, Stacey	Teacher	Special Education	June 3, 2019 - June 28, 2019	Preschool Assessment Team
Lingren, Kathryn	Teacher	Mitchell	June 3, 2019 - June 20, 2019	Preschool Assessment Team
Ramirez, Scott	Teacher	Mitchell	June 24, 2019 - June 28, 2019	Preschool Assessment Team
Sommer, Kimberly	Teacher	Mitchell	June 3, 2019 - June 30, 2019	Preschool Assessment Team
<b>EXTRA DUTY 2019-20</b>				
Gregrow, Stacey	Teacher	Special Education	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Ramirez, Scott	Teacher	Mitchell	July 1, 2019 - July 11, 2019	Preschool Assessment Team
Sommer, Kimberly	Teacher	Mitchell	July 1, 2019 - July 11, 2019	Preschool Assessment Team

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS</b>				
Agahi, Fariba		Washington		
Ahluwalia, Amrita		Washington		
Allard, Nathan		Adult Transition		
Asker, Hebatalla		Washington		
Barrientos, Maria		Saddleback		
Basart, Michael		Carr		
Beer, Carly		Carr		
Benavides, Yajahira		Heninger		
Ben-Jacob, Ashley		Taft		
Berger, Jill		Segerstrom		
Berina, Noel II		Adult Transition		
Birnie, Spencer		Adult Transition		
Blair, Maureen		Taft		
Blankenship, Linda		Heninger		
Brown, Allison		Carr		
Caetta, James		Century		
Cairns, Joshua		Godinez		
Camacho, Elsa		Mitchell		
Cantey, Amanda		Washington		
Carlson, Jonathan		Carr		
Carney, Jann		Carr		
Castaneda, Francisco		Washington		
Castro, Daniel		Santa Ana		
Cervantes, Julissa		Heninger		
Childress, Allen		Kennedy		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (continued)</b>				
Chino, Brenda		Esqueda		
Cifuentes, Adolfo		Heninger		
Collins, Rachelle		Santa Ana		
Contreras, Consuelo		Martin		
Contreras, Juan T.		Saddleback		
Cortez, Dany		Kennedy		
Cortez, Francisco		Valley		
Cota, Andrea		Martin		
Cuellar, Alice		Special Education		
De Leon, Marissa		Martin		
Delgado, Gabriel		Valley		
Delgado, Oscar		Chavez		
Denney, Linda		Heninger		
Detviler, Tammra		Santa Ana		
Diamond, Haylee		NOVA		
Dionicio, Perla		Martin		
Dodge, Scott		Carr		
Domingo, Crystal		Kennedy		
Edward, Marina		Heninger		
Ehlow, Lisa		Kennedy		
Ekno, Desiree		Adult Transition		
Elias, Andrea		Adult Transition		
Espenilla, Maria Menerva				
Taculog		Taft		
Espindola, Claudia		Adult Transition		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (continued)</b>				
Espineli, Tabitha		Esqueda		
Espinoza, Nayely		Martin		
Esqueda, Edith		Kennedy		
Fedele, Stephen		Godinez		
Flores, Marilu		Kennedy		
Gabaldon, Robert		Valley		
Garcia, Francisco		Kennedy		
Garcia, John R.		Various Sites		
Gonzales, Christopher		Saddleback		
Gonzalez, Maria		Esqueda		
Gonzalez, Marina		Esqueda		
Gregory, Caitlyn		Carr		
Gregrow, Stacey		Special Education		
Guerra, Gustavo		Esqueda		
Gutierrez, Manuel		Washington		
Guzman, Allison		Washington		
Hackett, Jeanne		Kennedy		
Hanis, Susan		Martin		
Hanna, Howida		Mitchell		
Hass, Lindsey		Mitchell		
Hermocillo, Dana		Esqueda		
Hernandez, Robert		Valley		
Holley, Lori		Taft		
Howard, Phillip		Godinez		
Hsu, Maylin		Kennedy		



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (continued)</b>				
Huestis, Mindy		Mitchell		
Hughes, Shawna		Special Education		
Hunter, Mark		Carr		
Ingebrigtsen, Kortni		Martin		
Jacovides, Alexis		Godinez		
Jaramillo, Rosa		Taft		
Johnson, Leslie		Mitchell		
Kearns, Alice		Taft		
Kennedy, Cathleen		Adult Transition		
Kimney, Alison		Kennedy		
Kirby, Angela		Martin		
Leal-Avalos, Marisol		Carr		
Lee, Darlyn		Century		
Lee, Grant		Santa Ana		
Leenen, Rona		Kennedy		
Lemus, Martha		Washington		
Leonard, Sean		Godinez		
Lopez, Luis		Segerstrom		
Martinez, Juliana		Martin		
Martinez, Yobany		Valley		
Martinov, Elizabeth		Martin		
Mata, Lucia		Washington		
Mata-Azvedo, Theresa		Taft		
McConnell, Amanda		Century		
McCord, Kirby		Washington		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (continued)</b>				
McMahon, Patrick		Carr		
Mendoza, Eskayla		Mitchell		
Meneses, Dulce		Martin		
Miyashiro, Maria		Kennedy		
Mohr, Lawrence		Century		
Momberg, Julie		Santa Ana		
Montano, Sabrina		Mitchell		
Montes, Karina		Taft		
Morales, Charleen		Esqueda		
Morris, Elisa		Mitchell		
Napier, Rodney		Kennedy		
Nelson, Kurt		Kennedy		
Newman, Heather		Martin		
Nguyen, Ngoc		Carr		
Nguyen-Lee, Cyndy		Heninger		
Nilsson, Tyler		Adult Transition		
Nolan, Mackenzie		Mitchell		
Nunez, Alejandro		Santa Ana		
O'Connell, James		Saddleback		
Olivas, Erika		Esqueda		
Olsen, Shane		Adult Transition		
Olsen, Terri		Carr		
Ontiveros, Cassandra		Washington		
Ortiz, Brenda		Saddleback		
O'Toole, Kimberly		Washington		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (continued)</b>				
Padilla, Debbie		Washington		
Peck, Stephanie		Segerstrom		
Pedraza, Ernesto		Heninger		
Pelosi, Carol		Heninger		
Pena, Giancarlo		Special Education		
Perkins, Melissa		Esqueda		
Ponce, Magaly		Carr		
Pondell, Katrina		Adult Transition		
Pulido, Analiz		Mitchell		
Quintero, Eliseo		Mitchell		
Ramsay, Cynthia		Heninger		
Reh, Myava		Esqueda		
Reyes Herrera, Rosendo		Esqueda		
Reyes, Robert		Kennedy		
Rincon, Rosa		Heninger		
Rogers, Brandon		Segerstrom		
Rosenberg, Joel		Santa Ana		
Rubio, Paul		Esqueda		
Ruiz, Mirna		Mitchell		
Salgado, Jazmine		Mitchell		
Sanchez, Susan		Heninger		
Sandoval, Damaris		Mitchell		
Sandoval, Paula		Segerstrom		
Schellinger, Maurya		Heninger		
Schlenker, Nicholas		Century		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (continued)</b>				
Sevilla, Juan		Martin		
Shanks, Saldetor		Godinez		
Shipley, Elizabeth		Mitchell		
Sleiman, Angela		Heninger		
Smith, Blake		Valley		
Smith, Michelle		Taft		
Stotelmeyer, Stephanie		Segerstrom		
Stout, John		Special Education		
Strazzulla, Shannon		Esqueda		
Striegl, Telly		Adult Transition		
Swanson, Eric		Taft		
Tal, Samara		Lorin Grisct		
Tarnow, Paula		Valley		
Tellez, Stephanie		Mitchell		
Torres, Josue		Martin		
Torres-Leyva, Angelica		Esqueda		
Tran, Lisa		Mitchell		
Trupp, Christena		Century		
Tucker, Adriana		Lorin Grisct		
Uranga, Yvonne		Mitchell		
Vazquez, Hugo		Adult Transition		
Vijayvargiya, Shalini		Kennedy		
Wagstaff, Kelli		Washington		
Watson, Lindsay		Washington		
Watts, Matthew		Godinez		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (continued)</b>				
Weiss, Debra		Saddleback		
Wellikson, Leah		Kennedy		
Whitney, Liam		Valley		
Wright, Katie		Heninger		
Zanca, Rita		Taft		
Zarate, Rosa		Adult Transition		
Zwickl, Lynne		Kennedy		
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST</b>				
Cho, David		Martin		
Corell, Julie		Speech Department		
Curtis, Christina		Carr		
Dickerson, Susan		Washington		
Dolan, Laura		Speech Department		
Gonzales, Brenda		Kennedy		
Mayer, Charlotte		Kennedy		
Patterson, Jennifer		Speech Department		
Purdy, Christine		Mitchell		
Richtsmeier, Ethan		Speech Department		
Rogers, Tracy		Taft		
Schultz, Kristin		Esqueda		
Tamayo-Nikolenko, Judith		Heninger		
Thomson, Rozaline		Washington		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST (continued)</b>				
Truong, Lisa		Speech Department		
Wallace, Karen		Martin		
<b>CHANGE IN CONTRACT LENGTH 2019-20</b>				
Hackett, Jeanne	Teacher	Hoover	August 7, 2019	From 60% to 100% contract
Malczynski, Jan	Speech and Language Pathologist	Speech Department	August 7, 2019	From 60% to 100% contract
Rezvani, Niloufar	Psychologist	Psychological Services	August 5, 2019	From 75% to 100% contract
Rodebaugh, Jeanne	Teacher	Century High	August 7, 2019	From 60% to 80% contract
Ryan, Lisa	Psychologist	Psychological Services	August 5, 2019	From 60% to 100% contract
Spearman, Suzanne	Psychologist	Psychological Services	August 5, 2019	From 75% to 100% contract
<b>PARTIAL CONTRACTS 2019-20</b>				
Blash, Megan	Teacher	Godinez	August 7, 2019	80% Continuing Contract
Bojorquez, Linsey	Teacher	Century	August 7, 2019	80% Continuing Contract
Corell, Julie	Speech and Language Pathologist	Speech Department	August 7, 2019	80% Continuing Contract

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>PARTIAL CONTRACTS 2019-20 (continued)</b>				
Fiocca, Sharon	Speech and Language Pathologist	Speech Department	August 7, 2019	60% Continuing Contract
Hefner, Anne	Speech and Language Pathologist	Speech Department	August 7, 2019	50% Continuing Contract
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 7, 2019	80% Continuing Contract
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	August 7, 2019	60% Continuing Contract
Lee Giuseffi, Robyn	Curriculum Specialist	K-12 Curriculum Instruction/Staff Development	July 1, 2019	80% Continuing Contract
Maeda, Eileen	Teacher	Visual and Performing Arts	August 7, 2019	80% Continuing Contract
Murgolo, Kimberly	Teacher	Alternative Education	August 7, 2019	40% Continuing Contract
Nguyen, Dana	Teacher	Santa Ana	August 7, 2019	80% Continuing Contract
Nieto Miller, Paula	Teacher	Godinez	August 7, 2019	80% Continuing Contract
Orrante, Rebecca	Speech and Language Pathologist	Speech Department	August 7, 2019	90% Continuing Contract

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>PARTIAL CONTRACTS 2019-20 (continued)</b>				
Prouty, Katrina	Speech and Language Pathologist	Speech Department	August 7, 2019	60% Continuing Contract
Rodriguez-Thomas, Rocio	Teacher	Santa Ana	August 7, 2019	80% Continuing Contract
Ryan, Brittney	Speech and Language Pathologist	Speech Department	August 7, 2019	40% Continuing Contract
Skelton, Susan	Psychologist	Psychological Services	August 5, 2019	90% Continuing Contract
Smith, Gladys	Nurse	Child Development	August 7, 2019	40% Continuing Contract
Sutherland, Nancy	Teacher	Lorin Griset	August 7, 2019	40% Continuing Contract
Torres Lomeli, Araceli	Speech and Language Pathologist	Speech Department	August 7, 2019	90% Continuing Contract
York, Jennifer	Teacher	Godinez	August 7, 2019	40% Continuing Contract
<b>SHARED CONTRACTS 2019-20</b>				
Galindo-Werner, Lisa	Teacher	Adams	August 7, 2019	40% Contract
Smith, Carolann	Teacher	Adams	August 7, 2019	60% Contract
Avram, Sarah	Teacher	Carver	August 7, 2019	50% Contract
Sills, Stacey	Teacher	Carver	August 7, 2019	50% Contract



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SHARED CONTRACTS 2019-20 (continued)</b>				
Cardenas, Jennifer	Teacher	Esqueda	August 7, 2019	80% Contract
Frederick, Carolyn	Teacher	Esqueda	August 7, 2019	20% Contract
Ledergerber, Amber	Teacher	Esqueda	August 7, 2019	80% Contract
Pilla, Julia	Teacher	Esqueda	August 7, 2019	20% Contract
Mouat, Amy	Teacher	Fremont	August 7, 2019	50% Contract
Wellikson, Leah	Teacher	Fremont	August 7, 2019	50% Contract
Mauga, Nicholl	Teacher	Greenville	August 7, 2019	40% Contract
Simon, Tracy	Teacher	Greenville	August 7, 2019	60% Contract
Brainard, Laurin	Teacher	Heninger	August 7, 2019	45% Contract
Ixmay, Jana	Teacher	Heninger	August 7, 2019	55% Contract
Hagmann, Jennifer	Teacher	Muir	August 7, 2019	50% Contract
Kenyon, Allison	Teacher	Muir	August 7, 2019	50% Contract
Rowen, Stacey	Teacher	Muir	August 7, 2019	50% Contract
Sebens, Amber	Teacher	Muir	August 7, 2019	50% Contract
Bravo-Taylor, Alina	Teacher	Roosevelt	August 7, 2019	60% Contract
Raya, Erin	Teacher	Roosevelt	August 7, 2019	40% Contract

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SHARED CONTRACTS 2019-20 (continued)</b>				
Dickey, Melissa	Teacher	Roosevelt	August 7, 2019	50% Contract
Hall, Jannette	Teacher	Roosevelt	August 7, 2019	50% Contract
Lemberger, Diane	Teacher	Roosevelt	August 7, 2019	40% Contract
Sherman, Colleen	Teacher	Roosevelt	August 7, 2019	60% Contract
Blois, Laurie	Teacher	Segerstrom	August 7, 2019	40% Contract
Harkins, Kathryn	Teacher	Segerstrom	August 7, 2019	60% Contract
Smith, Katrina	Teacher	Taft	August 7, 2019	50% Contract
Yen, Ju-Yin	Teacher	Taft	August 7, 2019	50% Contract
Pitman, Marin	Teacher	Thorpe	August 7, 2019	50% Contract
Stable, Katherine	Teacher	Thorpe	August 7, 2019	50% Contract
Bustamante, Carolina	Teacher	Walker	August 7, 2019	20% Contract
Ly, Alyssa	Teacher	Walker	August 7, 2019	80% Contract
Call, Brenda	Teacher	Walker	August 7, 2019	75% Contract
Kinan, Karen	Teacher	Walker	August 7, 2019	25% Contract
Deems, Lindsey	Teacher	Washington	August 7, 2019	75% Contract
Kretzschmar, Jeanne	Teacher	Washington	August 7, 2019	25% Contract

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL PRINCIPALS</b>				
Clark, Dana		Chavez		
Cordova, Oralía		Santa Ana		
Greendale, Chad		Reach Academy		
Jackson, Annette		Godinez		
Lee, Michael		Godinez		
Mherian, Gamila		Saddleback		
Michael, David		Century		
Nunez, Jesus		Century		
Parra, Michael		Lorin Grisot		
Shin, Nata		Segerstrom		
Tennelle, Ivori		Valley		
Tran, Ngoc H.		Valley		
Werner, Scott		Segerstrom		
Zamudio, Felipe Jr.		Godinez		
<b>SUMMER SCHOOL COUNSELORS</b>				
Aguirre, Martha		Saddleback		
Andrade, Monica		Century		
Castillo, Leslie		Segerstrom		
Castro, Elizabeth		Godinez		
Cervantes, Maria del Lourdes		Santa Ana		
Chavez, Veronica		Godinez		
DiLullo, Aimee		Valley		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL COUNSELORS (continued)</b>				
Enriquez, Carolina		Independent Study Program		
Garcia-Ortiz, Gloria		Valley		
Gonzalez, Frankie		Segerstrom		
Griset-Villanueva, Gabrielle		Segerstrom		
Guillen, Andres		Valley		
Hall, Matthew		Godinez		
Holguin, Michelle		Godinez		
Lara, Maria		Segerstrom		
Mejia, Monica		Segerstrom		
Menchaca, Beau		Century		
Nunez, Isabel		Santa Ana		
Padilla, Alejandro		Valley		
Perez, Sandra		Valley		
Perez, Veronica		Santa Ana		
Quezada, Fabiola		Saddleback		
Ruvalcaba, Jennifer		Century		
Sachs, Stephanie		Saddleback		
Sanchez, Marta		Century		
Valenzuela, Alba		Godinez		
Vazquez, Mireya		Century		
Villarreal, Nancy		Saddleback		
Whitehead, Cheri		Santa Ana		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS</b>				
Anaya, Felipe		Lorin Grisnet		
Andaya, Jessica		Santa Ana		
Anderson, Carolyn		Santa Ana		
Apostol, Barbara		Godinez		
Ashkiani, Ali		Century		
Avila, David		Lorin Grisnet		
Barba, David		Independent Study Program		
Barrientos, Maria		Chavez		
Beaman, Francene		Godinez		
Booker, Howard		Lorin Grisnet		
Boukova, Roumyana		Century		
Bradshaw, Christopher		Segerstrom		
Bravo, Alexandra		Saddleback		
Brenneman, Robert		Godinez		
Callanan, Jill		Saddleback		
Campos, Joao		Santa Ana		
Cantu, Malissa		Segerstrom		
Cardenas, Marisol		Chavez		
Caroompas, John III		Godinez		
Carranza, Adrianna		Santa Ana		
Cervantes, Alfredo		Saddleback		
Chan, Jenny		Century		
Chawke, Michael		Valley		
Chen, George		Segerstrom		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS (continued)</b>				
Christman, Molly		Chavez		
Clupper, Michael		Lorin Grisct		
Contreras, Luis		Santa Ana		
Contreras, Miriam		Godinez		
Coronel, Ismael		Segerstrom		
Cortes, Teodoro		Independent Study		
Cortez, Heriberto		Program		
Covey, Richard		Santa Ana		
Curtis, Matthew		Chavez		
Czaja, Gregory		Middle College		
De La Vega, Abram		Segerstrom		
De Santiago, Martin		Segerstrom		
Diulio, Nickolas		Godinez		
Doane, Courtney		Santa Ana		
Dreyer, Claire		Valley		
Dreyer, Mary		Valley		
Dugan, Laurie		Godinez		
Dukus, Robert		Segerstrom		
Echeverria, Daniel		Santa Ana		
Elizondo, Gerard		Valley		
Ells, Rachel		Godinez		
Elmasry, Fareed		Lorin Grisct		
Elway, Mark		Santa Ana		
Espinoza, Emilio		Godinez		
		Valley		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS (continued)</b>				
Espinoza, Rosalina		Century		
Fabella, Thanh Trang		Segerstrom		
Fenwick, Randolph		Segerstrom		
Florance, Joseph		Chavez		
Gallardo, Eddie		Godinez		
Garcia, Joseph		Chavez		
Garcia, Teresa		Godinez		
Garcia-Chau, Elsa		Valley		
Garcia-Lopez, Araceli		Santa Ana		
Gentile, Nicholas		Segerstrom		
Golden, Darcee		Valley		
Gomez, Adrian		Segerstrom		
Gomeztrejo, Fred		Valley		
Gonzalez, Graciela		Godinez		
Gordon, Roger		Valley		
Gore, Dinesh		Segerstrom		
Govier, Robert		Chavez		
Green, Eric		Valley		
Guerrero, Elizabeth		Century		
Gutierrez, Fernando		Godinez		
Harris, Donzelle		Santa Ana		
Harrison, Thomas		Lorin Griset		
Hess, Thomas		Segerstrom		
Hinman, Robert		Santa Ana		
Humphrey, Geraldine		Valley		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS (continued)</b>				
Johnston, Margery		Century		
Jovel Ayala, Victor		Independent Study Program		
Kadinoff, Naomi		Saddleback		
Kirchberg, John		Saddleback		
Koeler, James		Saddleback		
Kong, Dawn		Saddleback		
Konstan, Mona		Santa Ana		
Lapic, Andrew		Valley		
Larragoiti, Nancy		Godinez		
Loh, Brenda		Segerstrom		
Lopez, Veronica		Valley		
Lucas, Bryan		Saddleback		
Mackenzie, Marcus		Lorin Grisct		
Malagon, Arnulfo		Chavez		
Maldonado, Gloria		Chavez		
Manntai, Eric		Valley		
Manntai, Jessica		Century		
Martinez, Roman		Santa Ana		
Mateo, Amelia		Segerstrom		
Mc Cook, Robert		Santa Ana		
McCluskey, Kameron		Valley		
Miranda, Ivan		Segerstrom		
Mirhashemi, Niloufar		Saddleback		
Mohammadi, Mehdi		Lorin Grisct		



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>SUMMER SCHOOL TEACHERS (continued)</b>				
Moore, Nguyet		Santa Ana		
Morales, Karina		Lorin Grisnet		
Morales-Mandler, Elvia		Godinez		
Musngi, Noemi		Godinez		
Nguyen, Han		Santa Ana		
Nguyen, Shiline		Santa Ana		
Peimbert, Barbara		Saddleback		
Pena, Maricela		Lorin Grisnet		
Petrova, Nikolina		Santa Ana		
Pham, Vikki		Lorin Grisnet		
Pinto, Franklin		Godinez		
Poderoso, Charie		Valley		
Pola, Kevin		Godinez		
Priess, Ann		Godinez		
Putros, Danial		Chavez		
Quezada, Ana-Brenda		Segerstrom		
Ramirez, Angelica		Valley		
Ramirez, Robert		Santa Ana		
Reekers, Annie		Century		
Rendon, Rocio		Santa Ana		
Reuter, David		Segerstrom		
Reynozo, Jesse		Lorin Grisnet		
Robison, James		Santa Ana		
Rodriguez-Thomas, Rocio		Santa Ana		
Romero, Analu		Santa Ana		

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS (continued)</b>				
Sanborn, Katrinka		Saddleback		
Scanlon, Brian		Valley		
Schoonmaker, Rory		Santa Ana		
Sechrest, Eric		Saddleback		
Sharar, Edward		Segerstrom		
Shelton, Arlyn		Chavez		
Sirgy, Michelle		Century		
Smith, Thomas		Santa Ana		
Snyder, William		Segerstrom		
Solares, Elizabeth		Godinez		
Stack, Theresa		Santa Ana		
Sterner-Hargrave, Christy		Segerstrom		
Stevens, Kelly		Segerstrom		
Streckfus, Anne Marie		Century		
Tagalao, Joseph		Saddleback		
Tappa, Shane		Santa Ana		
Terich, Michael Jr.		Godinez		
Terwilliger, Erik		Segerstrom		
Tomlinson, Beth		Century		
Tran, Chi		Godinez		
Turner, Rosalind		Santa Ana		
Urrea, Gustavo		Chavez		
Uytingco, Emmanuel		Segerstrom		
Vela, Eddie		Lorin Griset		
Volmer, Susan		Saddleback		



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>RESIGNATION FOR PURPOSE OF RETIREMENT</b>				
Cortez, Esther	Student Support Paraprofessional Special Education	Valley	June 28, 2019	
Fernandez, Felix	Custodian	Lincoln	July 12, 2019	
Glass, Vickie	Job Training Assistant Special Education	Transition Programs	June 6, 2019	
Pham, Sau	Media Systems Engineer	PIO	June 28, 2019	
Reid Sr., Everett	Plant Custodian Elementary	Walker	June 30, 2019	
Samayoa, Maria	Instructional Assistant Severely Disabled	Kennedy	May 30, 2019	
Velasco, Albar	Computer Technician I	Romero-Cruz	May 30, 2019	
<b>RESIGNATIONS</b>				
Barajas De Vega, Gloria	Activity Monitor	Santiago	May 3, 2019	
Carmichael, Christopher	Custodian	Harvey	June 11, 2019	
Cruz, Mayra	Activity Monitor	Jackson	May 30, 2019	
Humphrey, Jacqueline	Autism Paraprofessional	Mitchell	May 20, 2019	
Jauregui, Melissa	After School Instructional Provider	Harvey	May 14, 2019	
Lightfoot-Orszewski, Donna	Activity Monitor	Taft	May 30, 2019	
Martinez, Dolores	After School Instructional Provider	Fremont	May 30, 2019	
Navarro, Armida	Library Media Technician	Romero-Cruz	June 7, 2019	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>ABSENCES (3 to 20 duty days) - Without Pay</b>				
Glass, Vickie	Job Training Assistant Special Education	Transition Programs	June 3, 2019 - June 6, 2019	Personal
Pineda, Jesus	Community Worker	Adams	May 6, 2019 - May 10, 2019	Personal
Vargas, Vanessa	Autism Paraprofessional	Washington	May 16, 2019 - May 30, 2019	Personal
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>				
Acosta, Hortencia	Nutrition Services Assistant	Nutrition Services	April 26, 2019	
Ilagan, Rochelle	After School Instructional Provider	Walker	May 15, 2019	
<b>PROBATIONARY APPOINTMENTS</b>				
Davis, Brent	District Safety Officer	McFadden	August 2, 2019	Grade/Step 31/1
Huerta Castro, Arturo	Activity Monitor	Santa Ana	May 13, 2019	Grade/Step 10/1
Little, Nathanael	Media Design/Production Specialist	Communications Department	July 12, 2019	Grade/Step 40/1
Lopez, Katelyn	After School Instructional Provider	After School Programs	May 13, 2019	Grade/Step 16/1
Lucas, Leslie	After School Instructional Provider	After School Programs	May 13, 2019	Grade/Step 16/1
Martinez Bermudez, Andrea	Student Support Paraprofessional Special Education	Godinez	May 16, 2019	Grade/Step 19/1

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>				
Meza, Jacquelin	After School Instructional Provider	After School Programs	April 30, 2019	Grade/Step 16/1
Mojica, Ezekiel	Student Support Paraprofessional Special Education	Fremont	May 10, 2019	Grade/Step 19/1
Perez, Jehiely	After School Instructional Provider	After School Programs	May 6, 2019	Grade/Step 16/1
Rasmussen, Judy	Early Learning Specialist	Child Development	June 12, 2019	Level/Step 14/1
Roman, Lorena	After School Instructional Provider	After School Programs	May 28, 2019	Grade/Step 16/1
Saucedo, Michael	Computer Technician I	King	May 6, 2019	Grade/Step 28/1
Vasquez, Serena	After School Instructional Provider	After School Programs	May 6, 2019	Grade/Step 16/1
Venegas, Gabriela	Site Clerk	Adams	May 20, 2019	Grade/Step 24/1
<b>PROMOTIONAL APPOINTMENTS</b>				
Cortez, Fernando	HVAC Mechanic II	Building Services	June 12, 2019	From HVAC Mechanic I Grade/Step 30/3 to Grade/Step 40/1

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>PROMOTIONAL APPOINTMENTS (Continuation)</b>				
Pantoja, Angel	Stadium Support Technician	Building Services	June 12, 2019	From Groundskeeper Grade/Step 24/6 to Grade/Step 34/2
Santos, Cristina	School Office Assistant Secondary	Sierra	June 12, 2019	From SSP Sp. Ed. Grade/Step 19/2 to Grade/Step 24/1
Slater II, Laurence	Senior Groundskeeper		June 12, 2019	From Groundskeeper Grade/Step 24/6 to Grade/Step 30/4
<b>REAPPOINTMENTS (Returned from LOA)</b>				
Leon, Andre	Instructional Assistant Severely Disabled	Transition Programs	May 13, 2019	Grade/Step 20/4
Leyva, Silvia	Instructional Assistant Severely Disabled	Mitchell	May 20, 2019	Grade/Step 20/4
Oseguera, Cynthia	Student Support Paraprofessional Special Education	Lowell	May 13, 2019	Grade/Step 19/3

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>REASSIGNMENTS (Change of work site)</b>				
Figueroa, Roxana	After School Instructional Provider	Lincoln	May 3, 2019	From Itinerant
Morales, Monica	After School Instructional Provider	McFadden	April 25, 2019	From Itinerant
Munivez, Hector	Autism Paraprofessional	Lathrop	March 19, 2019	From Century
Paulet, Silvana	After School Instructional Provider	King	May 3, 2019	From Itinerant
Pinedo, David	District Safety Officer	Carr	June 12, 2019	From Century
Torres, Elizabeth	Autism Paraprofessional	Itinerant	May 13, 2019	From Century
<b>TEMPORARY ASSIGNMENTS</b>				
Allen, Brian	Interim Director of Building Services	Building Services	May 16, 2019 - June 14, 2019	Level/Step 52/1
Ayers, Wellindara	Senior Administrative Secretary	PSS	May 15, 2019 - June 15, 2019	Grade/Step 31/5
Barraza, Erica	Food Service Supervisor High School	Nutrition Services	May 1, 2019 - May 30, 2019	Grade/Step 31/1
Chavarria-Ortiz, Luis	Lead Custodian High School	Century	May 1, 2019 - May 21, 2019	Grade/Step 28/3 + Diff.
Covarrubias, Veronica	School Office Manager Elementary	Adams	March 28, 2019 - June 13, 2019	Grade/Step 28/5
Garcia, Lisset	School Office Assistant Secondary	Century	May 22, 2019 - June 13, 2019	Grade/Step 24/2
Garcia, Rebecca	Nutrition Services Lead Satellite	Nutrition Services	May 1, 2019 May 17, 2019	Grade/Step 17/4
Giron de Castro, Julia	Roving Lead Custodian	District Office/Villa	May 28, 2019 - June 3, 2019	Grade/Step 28/2 + Diff.



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>TEMPORARY ASSIGNMENTS (Continuation)</b>				
Gonzaga, Eric	Plant Custodian Intermediate	Building Services	May 22, 2019 - June 28, 2019	Grade/Step 32/1
Gonzalez, Maria	Nutrition Services Lead Production Kitchen	Nutrition Services	May 1, 2019 - May 30, 2019	Grade/Step 21/4
Gonzalez, Mayra	Administrative Secretary	K12 Teaching & Learning	May 14, 2019 - May 21, 2019	Grade/Step 30/1
Guzman, Angel	Senior Groundskeeper	Building Services	April 18, 2019 - May 29, 2019	Grade/Step 30/5
Huizar, Renato	Nutrition Services Lead Production Kitchen	Nutrition Services	May 1, 2019 - May 30, 2019	Grade/Step 21/4
Maciel, Elizabeth	School Office Manager High School	Century	May 22, 2019 - June 14, 2019	Grade/Step 30/5
Martinez, Araceli	Roving Lead Custodian	Pio Pico/Lowell	May 1, 2019 - May 31, 2019	Grade/Step 28/2 + Diff.
Mendez Herrera, Jose	Delivery Driver	Nutrition Services	May 1, 2019 - May 30, 2019	Grade/Step 24/3
Mendoza, Esther	Administrative Secretary Human Resources	Human Resources	May 1, 2019 - May 31, 2019	Grade/Step 31/6 + Bil.
Mendoza, Jonathan	Roving Lead Custodian	Building Services	May 1, 2019 - May 31, 2019	Grade/Step 28/4 + Diff.
Nieto, Cesar	Plant Custodian Elementary	Wilson	June 3, 2019 - June 10, 2019	Grade/Step 28/5
Perales, Guadalupe	Senior Groundskeeper	Building Services	May 10, 2019 - May 24, 2019	Grade/Step 30/5

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>TEMPORARY ASSIGNMENTS (Continuation)</b>				
Quezada, Xylon	Manager of Food Services Operations	Nutrition Services	May 1, 2019 - May 31, 2019	Level/Step 25/1
Romero, Sara	Food Service Supervisor Intermediate	Nutrition Services	May 1, 2019 - May 6, 2019	Grade/Step 27/1
Slater, Laurence	Senior Groundskeeper	Building Services	May 1, 2019 - June 11, 2019	Grade/Step 30/5
Tapia, David	Intermediate Lead Custodian	Spurgeon	May 16, 2019 - May 22, 2019	Grade/Step 25/6
Todd, Bryan	Senior Groundskeeper	Building Services	May 13, 2019 - May 31, 2019	Grade/Step 30/5
Vega, Emanuel	Plant Custodian Intermediate	Sierra	April 19, 2019 - April 23, 2019	Grade/Step 32/6
Visoso, Janet	Food Service Supervisor Intermediate	Nutrition Services	May 1, 2019 - May 30, 2019	Grade/Step 27/2
White, Lynette	Executive Secretary	Superintendent's Office	May 22, 2019 - July 30, 2019	Grade/Step 33/5 Confidential
<b>BILINGUAL COMPENSATION</b>				
Contreras, Yesenia	School Police Officer	School Police Services	April 30, 2019	
Noguera, Juan-	School Police Officer	School Police Services	April 26, 2019	
Ojeda, Angel	School Police Officer	School Police Services	April 23, 2019	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>BILINGUAL COMPENSATION (Continuation)</b>				
Rivera, Felix	School Police Officer	School Police Services	April 19, 2019	
Sanchez, Luis	School Police Officer	School Police Services	April 30, 2019	
<b>HOURLY APPOINTMENT</b>				
Torres, Diana	Instructional Assistant Provider	Segerstrom	May 10, 2019	Grade/Step 16/1
<b>SUBSTITUTES</b>				
Flores, Francisco	Custodian		May 10, 2019	Grade/Step 23/1
Guzman, Roxanne	Activity Supervisor	Santa Ana	May 6, 2019	Grade/Step 10/1
Palacios, Javier	Custodian		May 10, 2019	Grade/Step 23/1
<b>ATHLETIC SPECIALIST</b>				
Alaman Sr., Alvin	Head Tennis Coach	Valley	February 4, 2019	\$28.60
Barrette, Levelle	Assistant Softball Coach	Valley	January 28, 2019	\$22.85
Brown, Andrew	Assistant Baseball Coach	Valley	January 28, 2019	\$22.88
Campuzano, Isaias	Assistant Track Coach	Valley	February 4, 2019	\$22.88
Castro, Joshua	Assistant Baseball Coach	Valley	February 14, 2019	\$22.88
Cazares, Alexander	Assistant Baseball Coach	Valley	February 14, 2019	\$22.88
Godinez, Rafael	Assistant Track Coach	Valley	February 4, 2019	\$22.88
Huynh, Tommy	Assistant Volleyball Coach	Valley	February 4, 2019	\$22.88

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
<b>ATHLETIC SPECIALIST (Continuation)</b>				
Johnson, Ryan	Assistant Spring Football Coach	Valley	May 13, 2019	\$28.60
Lammers, Frederick	Assistant Swim Coach	Valley	February 4, 2019	\$22.88
Mohr, James	Assistant Spring Football	Valley	May 31, 2019	\$28.60
Mohr, Joseph	Assistant Spring Football Coach	Valley	May 13, 2019	\$28.60
Nava, Imelda	Assistant Track Coach	Segerstrom	February 4, 2019	\$22.88
Nava Gonzales, Jarvier	Assistant Softball Coach	Valley	January 28, 2019	\$22.88
Nieto, Judith	Assistant Volleyball Coach	Segerstrom	February 4, 2019	\$22.88
Nuñez, Alvaro	Assistant Softball Coach	Valley	January 28, 2019	\$22.88
Padilla, Magaly	Assistant Tennis Coach	Segerstrom	February 4, 2019	\$22.88
Pineda Torres, Gerzain	Assistant Track Coach	Valley	February 4, 2019	\$22.88
Rodriguez, Drake	Assistant Baseball Coach	Valley	January 28, 2019	\$22.88
Sanchez, Sulema	Assistant Track Coach	Valley	February 4, 2019	\$22.88
Sanchez Loaeza, Jesus	Assistant Volleyball Coach	Valley	December 7, 2018	\$22.88
Sanders, Turan	Assistant Track Coach	Valley	February 4, 2019	\$22.88
Santana, Jesus	Assistant Volleyball Coach	Valley	February 4, 2019	\$22.88
Sophabmixay, Peter	Assistant Swim Coach	Valley	February 4, 2019	\$22.88
Valencia, Valentin	Assistant Softball Coach	Valley	January 28, 2019	\$22.88
Wines-Hernandez, Amber	Assistant Swim Coach	Segerstrom	February 4, 2019	\$22.88
<b>EXTRA DUTY</b>				
Anderson, Cheryl	Occupational Therapist	Speech Department	June 3, 2019 - June 28, 2019	\$54.46
Bruhl, Karla	Preschool Teacher	Migrant Education	June 3, 2019 - June 28, 2019	\$33.33

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 11, 2019**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>COMMENTS</b>
<b>EXTRA DUTY (Continuation)</b>				
Guibert, Clemencia	Bilingual Technician	Mitchell	May 31, 2019 - June 30, 2019	\$33.02
Pulido, Rocio	Bilingual Technician	Mitchell	May 31, 2019 - June 30, 2019	\$29.98
Salas, Martha	Bilingual Technician	Mitchell	May 31, 2019 - June 30, 2019	\$31.47
Stieglitz, Emily	Occupational Therapist	Speech Department	June 3, 2019 - June 28, 2019	\$57.19
Tapia Mendoza, Ana	Site Clerk	Greenville	June 14, 2019 - June 20, 2019	\$25.85
Torres, Elizabeth	Site Clerk	Greenville	June 14, 2019 - June 20, 2019	\$23.42

## 9. Presentations

---

<b>Subject</b>	<b>Local Control Accountability Plan and 2019-20 Proposed Budget</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Information
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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:** Local Control Accountability Plan and 2019-20 Proposed Budget

**ITEM:** Presentation

**SUBMITTED BY:** Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, School Performance and Culture

**PREPARED BY:** Manoj Roychowdhury, Assistant Superintendent, Business

**ITEM SUMMARY:**

- Presented as a status update on the LCAP and 2019-20 Proposed Budget

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide an update of the Local Control Accountability Plan (LCAP) and 2019-20 Proposed Budget.

**RATIONALE:**

The presentation will provide an overview of the LCAP and the 2019-20 Proposed Budget.

**FUNDING:**

No fiscal impact.

**RECOMMENDATION:**

Presented for information.

MR:SL:mm

File Attachments  
PPT - SAUSD LCAP and Proposed Budget Presentation SLMR.pdf (3,871 KB)



# 2019-20 SAUSD LCAP & PROPOSED BUDGET

**JUNE 11, 2019**

**Sonia Llamas, Ed.D., LCSW Assistant Superintendent, School Performance  
and Culture**

**Manoj Roychowdhury, Assistant Superintendent, Business Services**

# 2019-2020 LCAP New Features and Requirements

2

## Budget Overview for Parents (BOP)

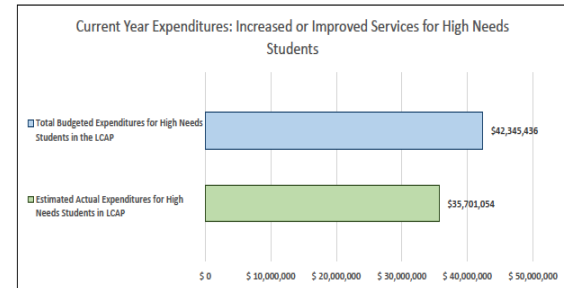
- × Simple budget overview
- × Increased transparency
- × Narrative to describe how services for "High Needs" students are increased and improved

## Metrics adjustments

- × Chronic Absenteeism includes Grades K-8
- × College and Career Readiness

### LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2018-19



This chart compares what Santa Ana Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Santa Ana Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.



# 2019-2020 LCAP New Features and Requirements (Continued)

3

- × Explanation between 2018-2019 Budgeted Expenditures and Estimated Actual Expenditures by each goal
- × Primary services for Students with Disabilities in Goal 1.9 related to BASE funding

# 2019-2020 LCAP Response to Stakeholder Feedback

4

**In response to Stakeholder input greater emphasis has been placed on:**

- × Early learning
- × College and career readiness
- × Systems alignment of systems focusing student achievement expectations
- × Continued communication, collaboration, community engagement
- × Clearer transparency at all stakeholder levels

# LCAP Goal 1: Teaching and Learning

5

*All Students will have equitable access to a high-quality core curricular and instructional program.*

## Expanded preschool and other early literacy efforts



## Professional Development and Coaching



# LCAP Goal 2: Stakeholder Communication and Engagement

6

***Establish collaboration and communication across all levels to support and promote engagement and school connectedness amongst students, staff, families and community.***

- ⑩ Fully staffed wellness centers on all school sites
- ⑩ Increase opportunities to develop biliteracy including dual immersion expansion and additional world language courses including American Sign Language
- ⑩ Restructure extended learning program, based on parent and student feedback, to provide additional tutoring, homework assistance and extracurricular variety
- ⑩ Maintain sports program at all intermediate schools to support student engagement in extra-curricular activities.

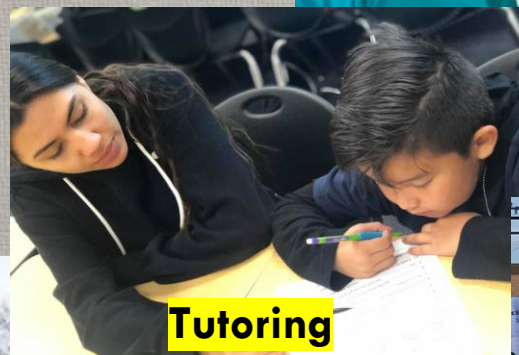
# LCAP Goal 2: Stakeholder Communication and Engagement



**Dual Enrollment**



**After-school Programs**




**Tutoring**

**Dual Language IMMERSION**

NEW PROGRAM

new at  
**ROMERO-CRUZ ELEMENTARY SCHOOL**



Teaching students in English & Spanish!

Kindergarten (Full Day) & 1st Grade

**Dual Immersion**



**Sport Opportunities**



# LCAP Goal 3: Safety and Wellness

8

***Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.***

- ⑩ Sustain professional development and preparedness in the area of emergency response and procedures
- ⑩ Deliver social emotional learning curriculum to ensure Universal Tier 1 support for students
- ⑩ Redesign and expansion of SAUSD mental health school based services
- ⑩ Sustain PBIS supports

# LCAP Goal 3: Safety and Wellness



**WE CARE CAMPAIGN**



**Emergency Preparedness**



**Restorative Practices**



**Diversion Program**



**Coffee with the Chief**

# LCAP Goal 4: Multi-tiered System of Support (MTSS)

10

- × ***Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs.***
  - ⑩ Expand support to foster and homeless students and their families through tutorial programs, field trips, monthly leadership and establishing Youth Opportunity Leadership Organization (YOLO) at targeted elementary sites
  - ⑩ Provide and maintain differentiated expanded services/supports for identified high need schools identified on the California Dashboard (CSI, ATSI)
  - ⑩ Alignment of Student Success Teams (SST), Coordination of Services Team (COST), and Section 504 Service Plan within a digitized platform



# LCAP Goal 4: MTSS

## National Post Secondary Institute



## Targeted Instruction



## Music and Art





## Budget

# Overview

**How are we doing?**

**How do we compare?**

**What's in the future?**



SANTA ANA UNIFIED SCHOOL DISTRICT - CLASSROOM . COMMUNITY . CONNECTEDNESS



# Agenda Overview

14

**Our Vision and Budget**

**Our Financial Positions**

**Comparability**

**Fiscal Outlook**

SANTA ANA UNIFIED SCHOOL DISTRICT - CLASSROOM . COMMUNITY . CONNECTEDNESS



# Our Vision and Budget

15

- × **Work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career**
- × **Maintain district stability, solvency, and local control**

SANTA ANA UNIFIED SCHOOL DISTRICT - CLASSROOM . COMMUNITY . CONNECTEDNESS



# Our Financial Positions - Budget Reporting Cycle

16

**LCAP/Budget Adoption  
2020-21**

**Second Interim Report  
2019-20**

**Governor's  
Budget &  
2020-21**

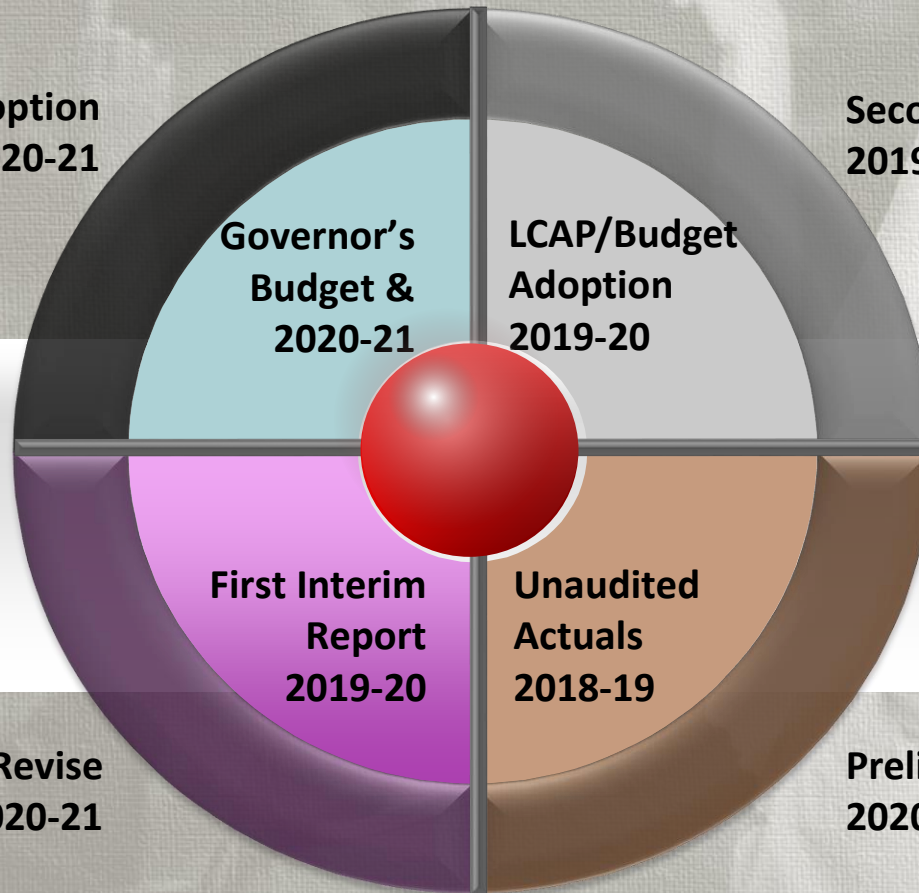
**LCAP/Budget  
Adoption  
2019-20**

**First Interim  
Report  
2019-20**

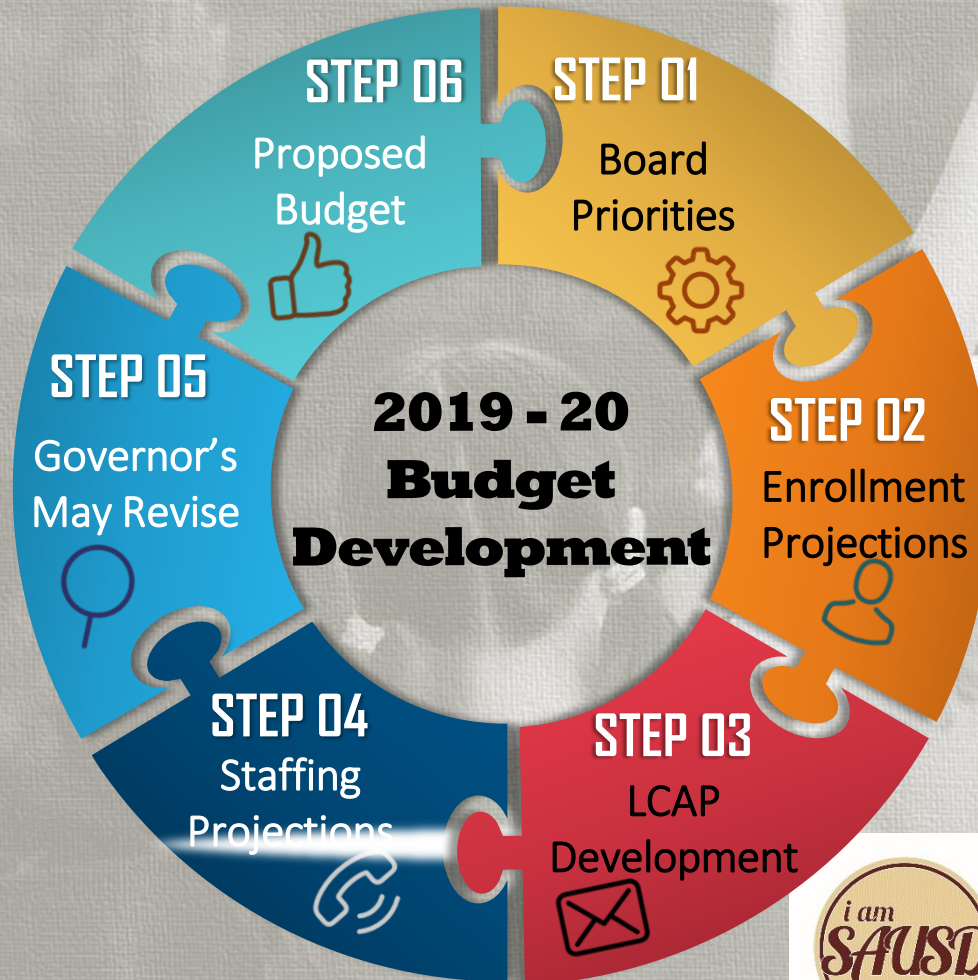
**Unaudited  
Actuals  
2018-19**

**Governor's May Revise  
2020-21**

**Preliminary LCAP/Budget  
2020-21**



# Our Financial Positions – Budget Development



# Our Financial Positions – Revenue Components GF



**\$ in Millions**

LCFF Sources	\$	513.08
Federal Revenue	\$	43.12
Other State Revenue	\$	85.10
Other Local Revenue	\$	4.57
<b>Total Revenues</b>	<b>\$</b>	<b>645.87</b>

**LCFF Sources**  
79.44%

**Federal Revenues**  
6.68%

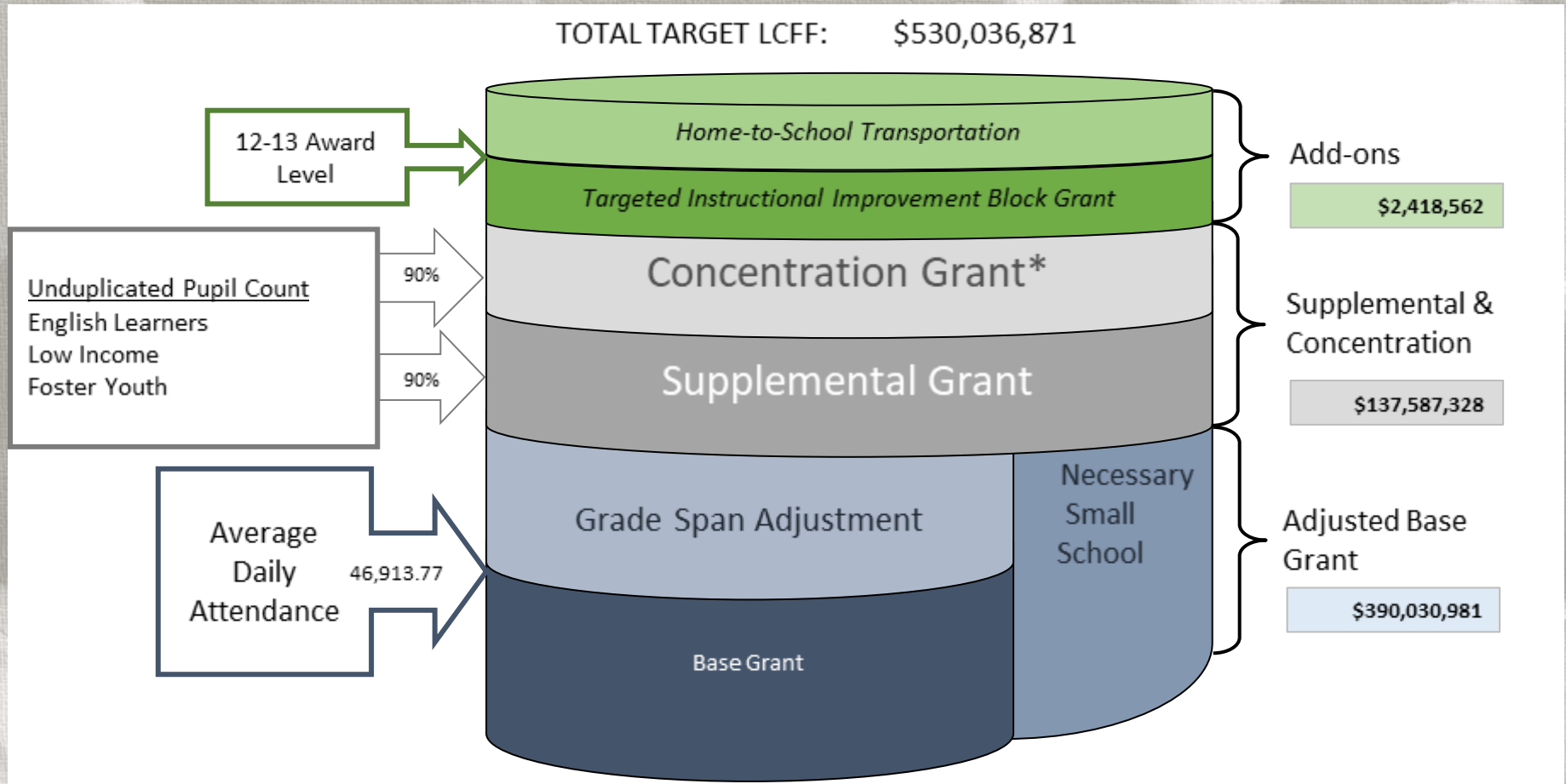
**Other Local Revenues**  
0.71%

**Other State Revenue**  
13.18%



# Our Financial Positions – LCFF Funding GF

➤ COLA – 3.26%



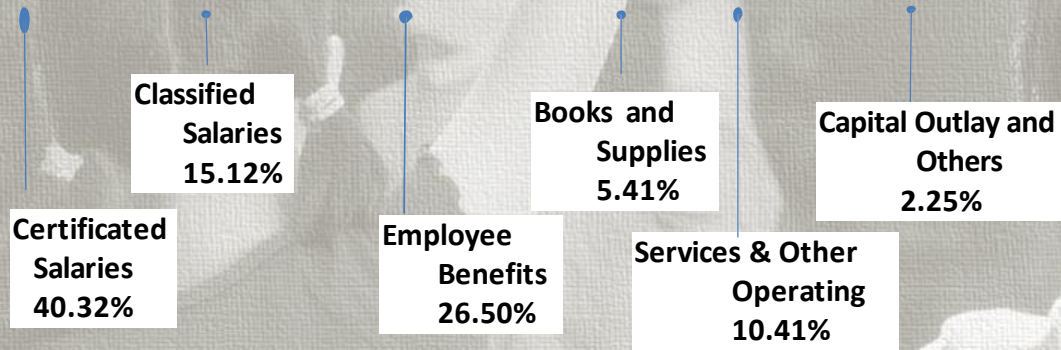
\*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

# Our Financial Positions – Expenditure Components GF



\$ in Millions

Certificated Salaries	\$ 281.18
Classified Salaries	\$ 105.42
Employee Benefits	\$ 184.80
Books and Supplies	\$ 37.74
Services and Other Operating	\$ 72.57
Capital Outlay	\$ 6.57
Other Outgo (incl. Transfers)	\$ 9.11
	\$ 697.39



# Comparability – General Fund (GF) Changes

21

\$ in Millions

<b>General Fund Combined</b>	<b>Estimated Actuals 2018-19</b>	<b>Proposed Budget 2019-20</b>	<b>Variance</b>
<b>Total Revenue</b>	<b>\$671.27 M</b>	<b>\$645.87 M</b>	<b>\$(25.40) M</b>
<b>Total Expenditures</b>	<b>\$651.28 M</b>	<b>\$692.17 M</b>	<b>\$40.89 M</b>
<b>Transfer In / Transfer Out</b>	<b>\$(5.33) M</b>	<b>\$(5.22) M</b>	<b>\$0.11 M</b>
<b>Net Increase / Decrease</b>	<b>\$14.66 M</b>	<b>\$(51.52) M</b>	<b>\$(66.18) M</b>
<b>Beginning Fund Balance</b>	<b>\$105.25 M</b>	<b>\$119.91 M</b>	<b>\$14.66 M</b>
<b>Ending Fund Balance</b>	<b>\$119.91 M</b>	<b>\$68.39 M</b>	<b>\$(51.52) M</b>

# Comparability – Variances (2018-19 and 2019-20)

22

\$ in Millions

General Fund Components	Variance	Comments
LCFF Revenue	<b>\$(11.43) M</b>	Projected Enrollment/ADA decrease + No Gap Funding
Other State Revenue	<b>\$(9.23) M</b>	Elimination of CTEIG (\$5.94 M), one time Mandate grants (\$8.6 M) offset with additional SPED Funding (ongoing & one-time total) (\$7.50 M)
Local Revenue	<b>\$(4.63) M</b>	Reduction of Interest (\$1.00 M) and other Local Revenue (\$3.50 M)
Certificated Salaries, Classified Salaries and Benefits	\$29.82 M	Salaries (Negotiations: SAEA \$4.00 M), new positions (CSEA: \$8.10 M), Step and Column and Benefits (Health Benefits (\$5.26 M), STRS (\$5.01 M)/PERS (\$3.03 M)) changes
Books & Supplies	\$9.50 M	Social Science Adoption (\$8.00 M)
Services	\$5.58 M	Utilities (\$0.65 M), Rentals, Leases, Repairs (\$2.15 M), Travel/Conferences (\$1.29 M)
Capital Outlay and Others	<b>\$(1.69) M</b>	Reduction in Equipment (\$0.65 M); Maintenance (\$0.89 M)

# Other Funds

23

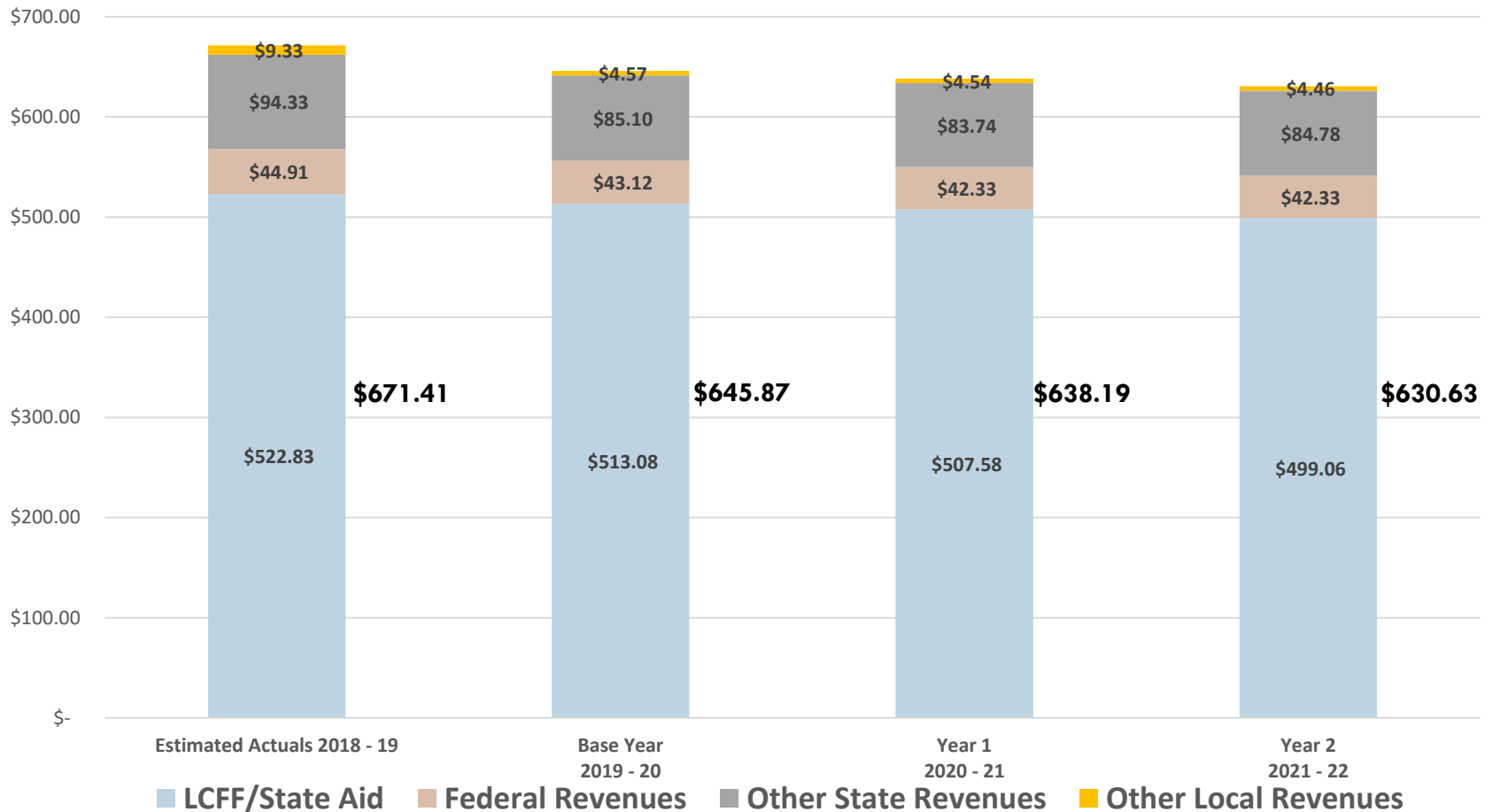
\$ in Millions

Fund	Fund Description	2019-20			
		Beginning Fund Balance	Revenues + Transfers in + other sources	Expenditures + Transfers out + other uses	Ending Fund Balance
09	Charter Schools Special Revenue Fund (ALA)	\$1.54	\$4.43	\$4.32	\$1.65
12	Child Development Fund	\$0.49	\$8.66	\$8.62	\$0.53
13	Cafeteria Fund	\$17.67	\$39.23	\$46.44	\$10.46
14	Deferred Maintenance Fund	\$6.79	\$4.04	\$4.45	\$6.38
20	Special Reserve for Postemployment Benefits	\$0.32	\$0.00	\$0.00	\$0.32
21	Building Fund	\$59.37	\$0.60	\$18.49	\$41.48
25	Capital Facilities Fund	\$17.78	\$6.80	\$5.46	\$19.12
35	County School Facilities Fund	\$27.14	\$0.55	\$11.39	\$16.30
40	Special Reserve Fund for Capital Outlay	\$9.34	\$8.30	\$9.76	\$7.88
49	Capital Project Fund for Blended Component Units	\$0.54	\$0.01	\$0.14	\$0.41
51	Bond Interest & Redemption Fund	\$24.27	\$20.78	\$20.58	\$24.47
56	Debt Service Fund	\$4.17	\$7.66	\$7.52	\$4.31
67	Self-Insurance Fund	\$21.44	\$25.64	\$25.68	\$21.40
71	Retiree Benefit Fund	\$50.01	\$0.00	\$0.00	\$50.01

# Comparability – Multiyear Revenues

\$ in Millions

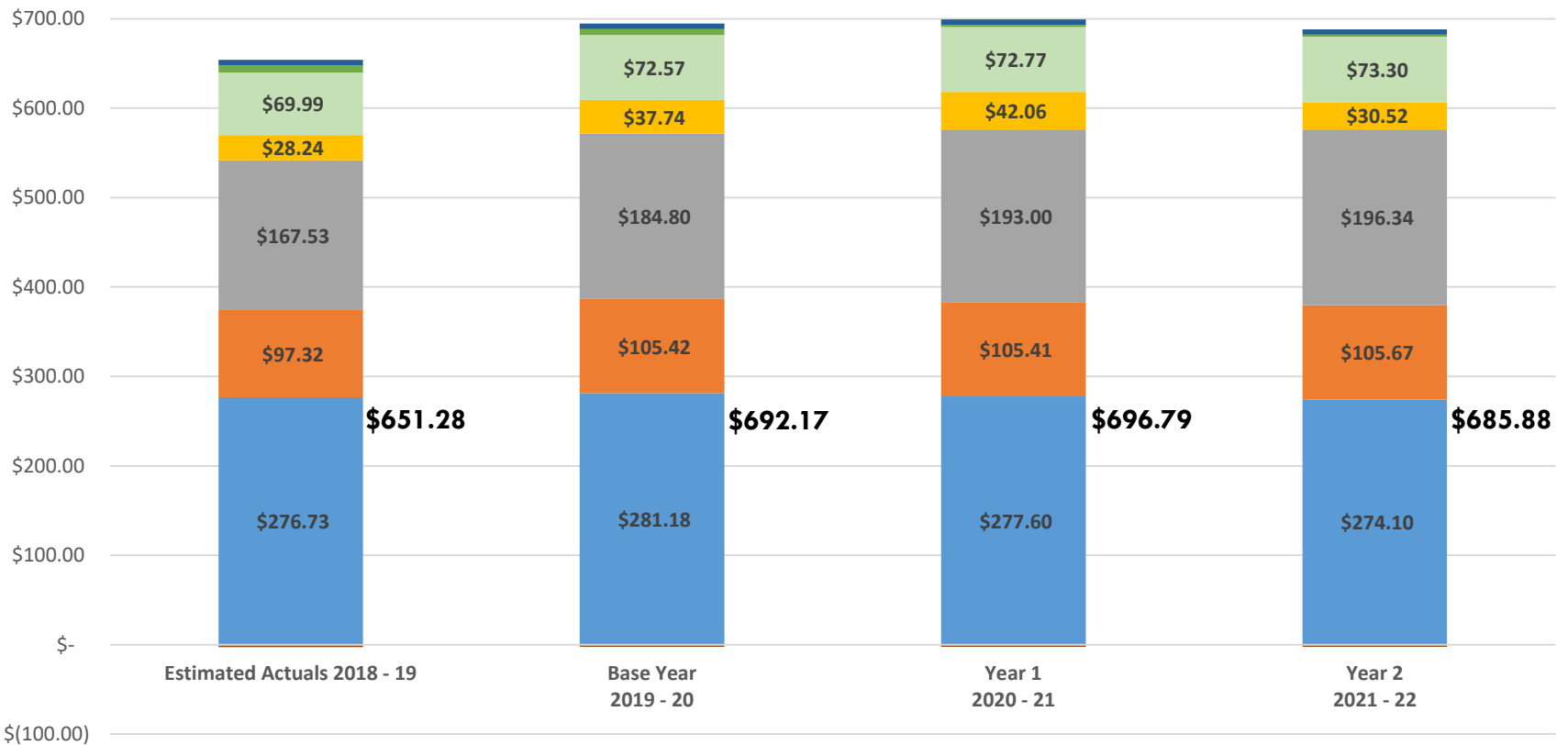
## SAUSD Multi Year Revenues



# Comparability – Multiyear Expenditures

\$ in Millions

SAUSD Multi Year Revenues (w/o adjustments)



■ Certificated Salaries  
 ■ Books and Supplies

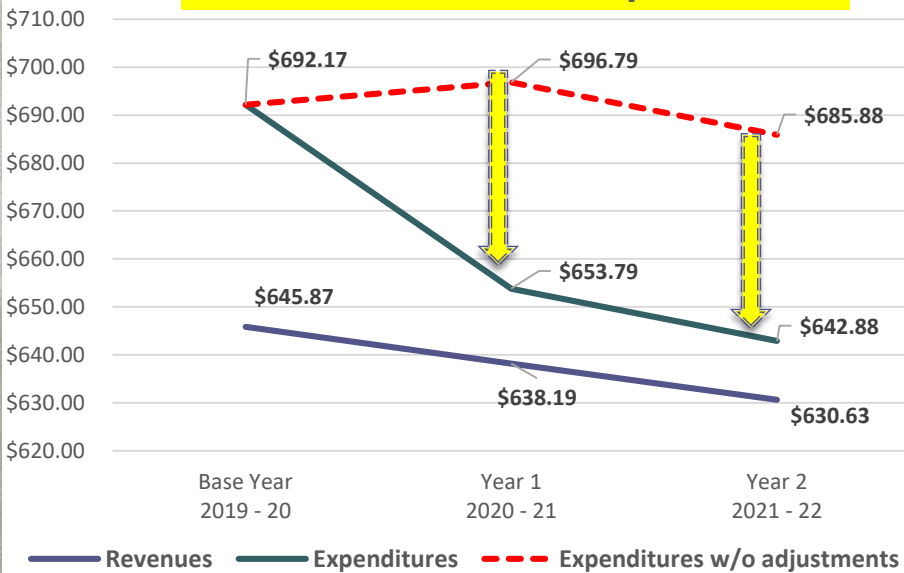
■ Classified Salaries  
 ■ Services and Other Operating

■ Employee Benefits  
 ■ Capital Outlay

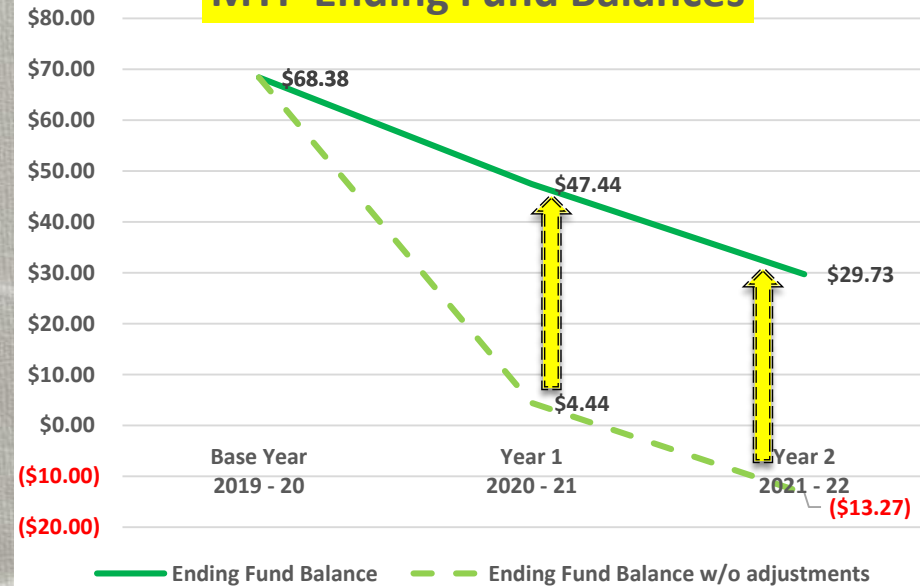
# Comparability – Multiyear Balances

\$ in Millions

**MYP Revenues and Expenditures**



**MYP Ending Fund Balances**





# Proposed Budget

27

- × **Education Code 42103 requires the school district to hold a public hearing on the proposed budget**
- × **The 2019-20 Budget will be presented for Board adoption as required under Education Code 42122 and 42123 on June 25, 2019**

## 10. Public Hearing

---

<b>Subject</b>	<b>10.1 Local Control Accountability Plan</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Public Hearing
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:** Local Control Accountability Plan

**ITEM:** Public Hearing

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

#### ITEM SUMMARY:

Districts are required to hold one public hearing to discuss and adopt their LCAPs.

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Local Control Accountability Plan (LCAP) public hearing.

#### RATIONALE:

The public forum will solicit recommendations and comments regarding the Local Control Accountability Plan. The LCAP is intended to ensure school districts provide a high-quality instructional program for all students, and to ensure students leave our schools college and career ready. The LCAP is required to address eight priorities outlined by the state: basic services, implementation of Common Core State Standards, course access, student achievement, parental involvement, student engagement, school climate, and other student outcomes.

#### FUNDING:

Not Applicable

#### RECOMMENDATION:

Conduct a public hearing for the Local Control Accountability Plan.

SL:sz

File Attachments  
[Public Hearing LCAP June 11 2019.pdf \(473 KB\)](#)



# Notice of Public Hearing

In accordance with Education Code 52062, a governing board of a school district shall hold a public hearing to solicit the recommendations and comments of members of the public regarding the local control and accountability plan or annual update to the local control and accountability plan. The Board of Education hereby gives notice that a Public Hearing will be held as follows:

## Topic of Hearing

### Local Control Accountability Plan

**Hearing Date:** Tuesday, June 11, 2019  
**Time:** 6:00 pm  
**Location:** Santa Ana Unified School District  
Board Room  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

## 10. Public Hearing

---

<b>Subject</b>	<b>10.2 2019-20 Proposed Budget</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Public Hearing
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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:** 2019-20 Proposed Budget

**ITEM:** Public Hearing

**SUBMITTED BY:** Manoj Roychowdhury, Assistant Superintendent, Business Services

**PREPARED BY:** Swandayani Singgih, Director, Budget

#### ITEM SUMMARY:

- Conduct Public Hearing in compliance with Education Code Section 42127(a) and Education Code Section 52062(b)(2)

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the 2019-20 Proposed Budget. Education Code Section 42127(a) requires school district governing boards to hold a public hearing on the 2019-20 Budget on or before July 1, 2019, before adoption. The budget and supporting data is available for public inspection at 1601 East Chestnut Avenue, Santa Ana, California.

#### RATIONALE:

Education Code Section 52062(b)(2) includes a requirement where the public meeting at which a school district governing board adopts a budget, must be held after, but not on the same day as, the public hearing.

The proposed budget cannot be adopted until after the Local Control and Accountability Plan (LCAP) is adopted and the Plan must be adopted at a public meeting after and separate from its public hearing. The public hearing for the Plan is scheduled for the June 11, 2019, Board meeting; while the adoption of both the LCAP and the 2019-20 Budget is scheduled for the June 25, 2019, Board meeting.

#### FUNDING:

No fiscal impact.

#### RECOMMENDATION:

Conduct a public hearing on June 11, 2019 for the 2019-20 Proposed Budget.

MR:ss:mm

#### File Attachments

POSTING English - Notice of Publi Hearing for Adoption of the 2019-20 Budget.pdf (125 KB)  
 POSTING Spanish - Notice of Publi Hearing for Adoption of the 2019-20 Budget.pdf (38 KB)  
 2019-20 Proposed Budget - June 11, 2019.pdf (24,878 KB)

Santa Ana Unified School District  
*Business Services*

# NOTICE OF PUBLIC HEARING

Pursuant to Education Code Section 42127(a), the  
Santa Ana Unified School District Board of Education Hereby Gives Notice  
that a Public Hearing will be held as follows:

**TOPIC OF HEARING:**

## **2019-20 Proposed Budget**

Copy of this plan may be inspected as of June 6, 2019 at:

Business Services Department  
SANTA ANA UNIFIED SCHOOL DISTRICT – Room C105 (1st Floor)  
1601 E. Chestnut Avenue  
Santa Ana, California 92701

**HEARING DATE:** Tuesday, June 11, 2019

**TIME:** Approximately 6:00 p.m.

**LOCATION:** Santa Ana Unified School District Office  
Board Room  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

The Santa Ana Unified School District Board of Education is scheduled  
to adopt the 2019-20 Budget at the June 25, 2019 Board meeting

**FOR ADDITIONAL INFORMATION CONTACT:**

Manoj Roychowdhury  
Assistant Superintendent, Business Services  
(714) 558-5895

**Distrito Escolar Unificado de Santa Ana**  
***Servicios de Negocio***

# **AVISO DE AUDIENCIA PUBLICA**

De conformidad con la Sección 42127(a), del Código Educativo,  
la Mesa del Distrito Escolar Unificado de Santa Ana llevará a cabo  
una Audiencia Pública con respecto a:

**TEMA DE LA AUDIENCIA:**

## **Propuesta del Plan de Presupuesto para el año 2019-20**

Se puede inspeccionar el duplicado de este presupuesto a partir del  
6 de junio del 2019 en:

**Oficina de Servicios de Negocio**  
**DISTRITO ESCOLAR UNIFICADO DE SANTA ANA, Salón C105 (primer piso)**  
**1601 E. Chestnut Avenue**  
**Santa Ana, California 92701**

**La Mesa Directiva del Distrito Escolar Unificado de Santa Ana tiene programado la  
adopción del Presupuesto Anual para el año 2019-20 en la reunión  
del consejo de 25 de junio 2019**

**FECHA DE AUDIENCIA:** martes, 11 de junio del 2019

**HORA:** Aproximadamente 6:00 p.m.

**LUGAR:** Distrito Escolar Unificado de Santa Ana  
Salón de la Mesa Directiva  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

**PARA MAYOR INFORMACIÓN, FAVOR DE COMUNICARSE CON:**

**Manoj Roychowdhury**  
Asistente de Superintendente, Servicios de Negocios  
**(714) 558-5895**



**SANTA ANA**  
UNIFIED SCHOOL DISTRICT

# 2019-20

---

## SAUSD **PROPOSED** BUDGET



Classroom



Community



Connectedness



**SANTA ANA**  
UNIFIED SCHOOL DISTRICT

# Board of Education



**VALERIE AMEZCUA**  
*President*

CURRENT TERM: 2018-2022



**RIGO RODRIGUEZ, Ph.D.**  
*Vice President*

CURRENT TERM: 2016-2020



**ALFONSO ALVAREZ, Ed.D.**  
*Clerk*

CURRENT TERM: 2016-2020



**JOHN PALACIO**  
*Member*

CURRENT TERM: 2018-2022





## ***Our Success, Our Passion***

*In August 2012, the Santa Ana Unified School District Board of Education approved our new Vision and Mission Statements as part of the Seven Building Blocks to SAUSD's success. These statements align with the national direction and our implementation of the Common Core State Standards. They reflect SAUSD's path to providing a world-class education to ensure that our students are college and career ready and prepared to assume their role as a part of the global citizenry.*

**S**uccess

**A**chievement

**U**nited

**S**ervice

**D**edication

### **Vision Statement**

**We will work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career.**

### **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.**

**Santa Ana Unified School District**

## **Assistant Superintendent, Business Services 2019-20 Budget Message**

We are excited to present the 2019-20 Budget for the District. The Budget reflects the goals of the District as outlined by the Board of Education. The District has implemented multiple programs to improve student outcomes and enhance the safety and security in 2018-19 and prior years. Even with the projected decrease in Revenue in 2019-20, the District plans to enhance and consolidate the programs and ensure that the gains in student outcomes are not compromised by expenditure reductions. The District is maintaining the same level of staffing in the Budget Year and implementing new programs like the full day Kindergarten to ensure success for early education.

The District's revenue projections are reflective of the K-12 revenues contained in the May Revision of the Governor's 2019 Budget Proposal as well as the projected student enrollment for the 2019-20 school year.

The May Revision reflects lower State General Fund revenues below the January estimates for 2019-20 by \$63.9 million due to changes in average daily attendance and cost of living adjustments, bringing the projected Local Control Funding Formula (LCFF) funding to a total of \$1.959 billion. The following factors, presented in the Governor's May Revision proposal, were utilized to build our 2019-20 Adopted Budget:

- The Local Control Funding Formula;
- The State's K-12 Revenue Allocation;
- The current Department of Finance revenue assumptions; and
- The COLA rate of 3.26%.

### **District Projections**

Santa Ana Unified projects a decrease in overall ongoing funding in the adopted budget primarily due to declining enrollment projections. The District continues to project an ongoing enrollment loss of 1,590 students in 2020-21 and 2021-22. As the LCFF is fully funded in 2018-19, the District will receive a cost of living adjustment only in the out years. Taking into consideration of these two factors, the District projects an ongoing loss in LCFF funding in the out years. The 2019-20 adopted budget projects an unrestricted ending fund balance of \$53.94 million.

### **SAUSD Long-range Planning**

This budget is a numerical depiction of the Santa Ana Unified School District's academic program and strategic Local Control Accountability Plan (LCAP) goals as well as fiscal solvency. Our four LCAP goals, developed through our LCAP stakeholder input, include 1) Teaching and Learning, 2) Engagement, 3) School Climate and Safety, and 4) Targeted Support.

The District continues to monitor and plan for long-range external pressures that will result in increased costs such as contribution to employee health & welfare insurance benefits as well as employee retirement contributions (STRS and PERS), Other Post Employment Benefit Obligations (OPEB), technology refresh, textbooks adoptions, negotiated labor cost, routine and deferred maintenance and other items.

While the District has demonstrated the ability to manage these and other costs through the 2021-22 school year with expenditure adjustments, we continue to monitor projected changes in future years. The goal is to ensure efficient District operations and services while maintaining fiscal solvency. Ultimately, budget and programmatic priorities for new or redirected dollars are determined by the Board of Education with considerable input by our community stakeholders through the LCAP process. The District acknowledges that it will have to reduce ongoing expenditures by \$43 million in 2020-21 to ensure fiscal solvency.

This budget will be adopted according to statute, prior to June 30, 2019. Once the State Budget is adopted, a revision of this budget including revenue assumptions will be presented in conformance with the Education Code, if necessary.

*Manoj Roychowdhury, Assistant Superintendent, Business Services*



# Introduction and Overview

# 2019-20 BUDGET



**JULY 2019**

The District develops the budget each year by identifying the changes in revenue from the Local Control Funding Formula (LCFF) and expenditures that are continuing, mandated, or required for operations. The Local Control Accountability Plan (LCAP) is the guiding plan for programming any new funding that is available after balancing the revenue and expenditure projections. The LCAP plan process is the guiding point set by the Board of Education and the community in providing prioritization for new funding as it becomes available after meeting all obligations for continuing, mandated, or required for operations.

## July 1 Budget Report

Orange County Department of Education (OCDE), the District's oversight agency, provides guidance and direction as to which assumptions should reasonably be incorporated into the District's July 1 Budget Report.

The key assumptions included in the July 1 Budget are as follows:

### Revenue Adjustments:

- Decrease in LCFF funding of approximately \$1.6 million from projected 2019-20 at Second Interim, made up of the following:
  - Decrease in projected funded ADA of 90.12 from 45,162.58 to 45,072.46, resulting in a decrease in revenue of \$1.3 million;
  - Increase in unduplicated pupil count from 85.88% to 86.13% (students who qualify for free or reduced price meals, English learners, and/or Foster Youth), resulting in an increase in revenue of \$0.7 million;
  - Decrease in cost of living adjustment from 3.46% to 3.26%, resulting in a decrease in revenue of \$1.0 million;
- Decrease in projected federal funding of \$3.4 million, including MAA, Title I, and Title I School Improvement;
- Increase in other state funding of \$0.6 million, including an increase in Mandated BG, Lottery, ASES, STRS on behalf and a decrease in Special Education, CTE Incentives, Supplementary Programs and Kinder Readiness program;

- Decrease in other local funding of \$8.2 million, including removal of a one-time amount for SELPA services billing to charter schools and defined benefits refund.

### Expense Adjustments:

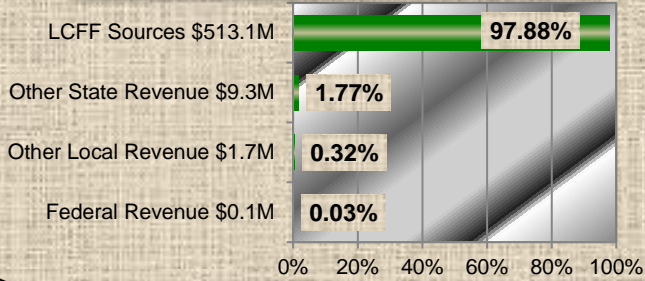
- Increase in certificated employee cost of \$2.0 million due to a reduction in EPA and an increase in Unrestricted Lottery as well as Special Education costs;
- Increase in employee benefits of \$1.5 million due to an increase in STRS on-behalf costs as well adjustments to statutory benefits related to certificated and classified salaries;
- Social Studies textbook adoption (elementary and secondary) cost of \$ 8 million and an increase in materials and supplies of \$3.9 million;
- Increase in services and other operating expenditures of \$3.5 million due to an increase in sub-agreements for services, travel and conferences as well as professional/consulting services and a decrease in dues and memberships, utilities, contract/repairs, and communications costs;
- Decrease in capital outlay of \$3.4 million due to a reduction in projected California Clean Energy carryover, Carl Perkins Career and Technical Education, Routine and Restricted Maintenance Account, CTE grant for Santa Ana High School, architectural services for the following: the portable kitchen and administrative building at ALA (1) and Edward B. Cole, the Portable Master Plan at various sites, the relocating of Head Start portable from Roosevelt to Spurgeon, ALA expansion, Lathrop Intermediate School portable restroom building and parking lot Expansion/ Renovation, and district-wide security camera project.

Labor Contract Negotiations: Negotiations with SAEA bargaining unit has already settled for 2019-20. Negotiations with CSEA is still in the process.

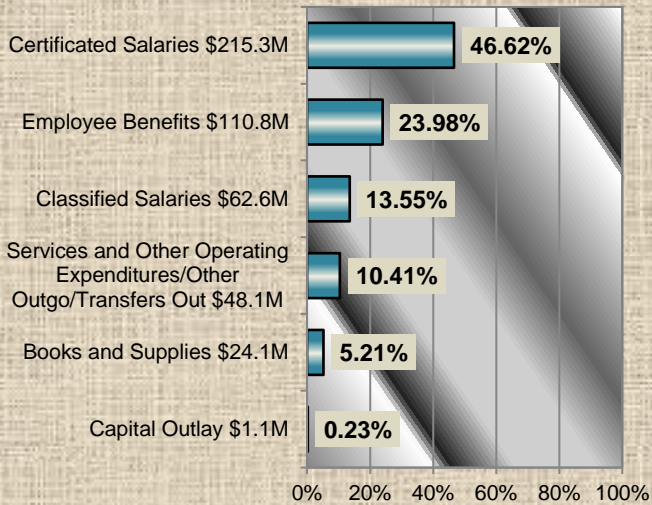
## July 1 Budget Data

To represent the District's budget in a more readable format, the following bar charts identify the various elements of the 2019-20 budgets for the unrestricted and restricted general funds (i.e. the General Fund or Fund 01).

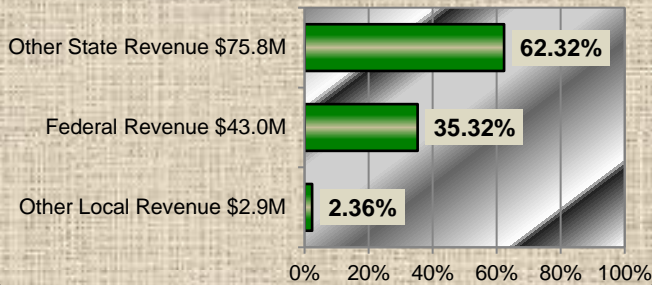
### Unrestricted General Fund - Revenues



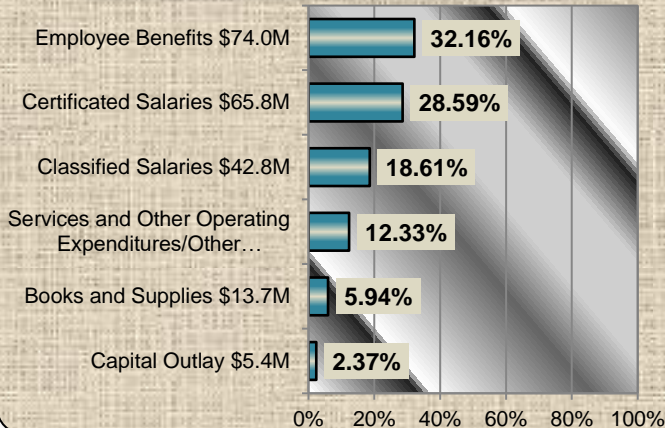
### Unrestricted General Fund - Expenditures



### Restricted General Fund - Revenue



### Restricted General Fund - Expenditures



## July 1 Budget – All Funds

In addition to the General Fund, the District has other funds that are utilized for specific purposes. In the table below, you will see a summary of the District budget for all other funds at the July 1 Budget.

Funds are allocated to the District based upon several criteria. The State requires that various funds be maintained for the proper accounting of revenue and expenditure activities carried out within the various funds. The “fund type” is important because it determines how the financial resources must be spent.

Fund #	Fund Name	Total Budget Expenditures Incl. Other Financing Sources/Uses (\$ in million)
01	General Fund, Unrestricted & Restricted	\$697.40
09	Charter Schools Special Revenue Fund	4.33
12	Child Development Fund	8.62
13	Cafeteria Fund	46.44
14	Deferred Maintenance Fund	4.45
20	Special Reserve for Postemployment Benefits	0.0
21	Building Fund	18.49
25	Capital Facilities Fund	5.46
35	County School Facilities Fund	11.39
40	Special Reserve Fund for Capital Outlay	9.76
49	Capital Project Fund for Blended Component Units	0.14
51	Bond Interest & Redemption Fund	20.58
56	Debt Service Fund	7.52
67	Self-Insurance Fund	25.68
71	Retiree Benefit Fund	0.0
	<b>Total</b>	<b>\$860.26</b>

## Cash Flow Considerations

The District projects a positive cash flow for 2018-19, 2019-20, and 2020-21 without any borrowing. The District continues to diligently monitor its cash flow.

## District Multiyear Projections – General Fund

Multiyear projections (MYPs) are required by AB1200 and AB2756. It is the obligation of the school district to show that it will be able to meet its financial obligations in the current year and two subsequent fiscal years. A barometer of a district's financial strength is the district's unrestricted reserve percentage. Districts the size of SAUSD are required to maintain unrestricted reserves of at least 2% or roughly \$14.0 million. While \$14.0 million is a significant amount, the reserve is less than two weeks payroll, with monthly payroll of approximately \$40 million.

The multiyear projections were adjusted, beginning in 2020-21 to account for:

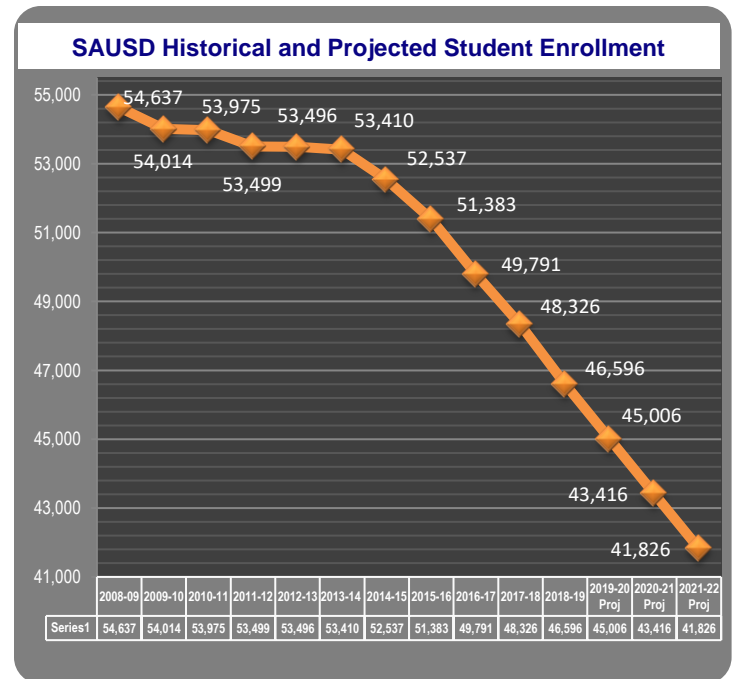
- Decrease in certificated staffing due to a projected enrollment loss of 1,590, resulting in a reduction in certificated expenditures of \$4.43 million as well as adjustments to EPA, Lottery, and removal of Positive School Climate funding;
- Decrease in classified staffing due to removal of Positive School Climate funding;
- The projected step/column salary increase of approximately \$0.85 million and \$0.26 million for certificated and classified salaries, respectively;
- The projected increase of approximately \$8.20 million in STRS/PERS and Health benefits costs;
- Increase in textbook adoption for Science of \$4.0 million;
- Removal of the California Clean Energy funding of \$4.5 million;
- An increase in general fund contribution of \$4.7 million, mostly for Special Education;

The District acknowledges that it will have to reduce ongoing expenditures by \$43 million beginning 2020-21 to ensure fiscal solvency. Superintendent will work with the Board of Education to provide options to increase revenue and/or reduce staffing and other costs. The Board will make decisions on the options by March 2020.

The District will no longer receive the LCFF gap funding as it is fully funded in 2018-19. The District utilizes LCFF COLA of 3.00% and 2.80% for 2020-21 and 2021-22, respectively. Revenue is projected to decrease in 2020-21 by \$5.50 million and continue to decrease in 2021-22 by an additional \$8.52 million.

The State funds districts based on students who attend school.

- **Student Enrollment.** The District has experienced enrollment loss in 15 out of 16 years since 2003-04. The District anticipates losing 1,590 students in 2020-21 and an additional 1,590 in 2021-22. The projected decline in student enrollment is reflected in revenue projections for the July 1 Budget.



SAUSD is submitting a positive certification to the State based on revenue assumptions that the District will be able to meet its General Fund obligations in the current and two subsequent fiscal years.

COMBINED GENERAL FUND			
(\$s in Millions)	2019-20	2020-21	2021-22
<b>Beginning Fund Balance</b>	\$119.91	\$68.38	\$47.44
Revenues	\$645.87	\$638.19	\$630.63
Expenditures	\$697.40	\$659.13	\$648.34
<b>Net Increase/(Decrease)</b>	<\$51.53>	<\$20.94>	<\$17.71>
<b>Projected Ending Fund Balance</b>	\$68.38	\$47.44	\$29.73
<b>Components of Projected Ending Fund Balance</b>			
Stabilization Arrangements	\$0.00	\$0.00	\$0.00
Revolving Cash/Stores	\$1.19	\$1.19	\$1.19
Other Designations	\$3.02	\$3.03	\$3.04
Restricted Reserves	\$14.51	\$11.45	\$8.80
Unrestricted Reserve	\$13.95	\$13.18	\$12.97
<b>Unrestricted Reserve %</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
Undesignated/Unappropriated	\$35.71	\$18.59	\$3.73

For more information on SAUSD budget, please use the following link:  
<http://www.sausd.us/Page/434>

## 2019-20 Proposed LCAP Goals

The July 1 Budget incorporates the action plans, services, and expenditures outlined in the proposed Local Control and Accountability Plan (LCAP) as shown in the charts below:

### Goal 1: Teaching and Learning

\$470.2M

- Rigorous standards based instructional program, digital resources, and professional development
- Highly qualified and well trained teachers and leaders
- Access to technology
- Early learning opportunities
- Expanded K-12 college and career pathways
- Data Warehouse system
- English Learner Support

### Goal 2: Engagement

\$13.9M

- 56 fully staffed Wellness Centers at all school sites
- Expand college credit Dual Enrollment
- Speech and Debate, CTE pathways, IB, etc.
- Biliteracy options including dual immersion
- Parent Training and Workshops
- "Ready 360" TK/Kindergarten extended learning

### Goal 3: School Climate and Safety

\$272.5M

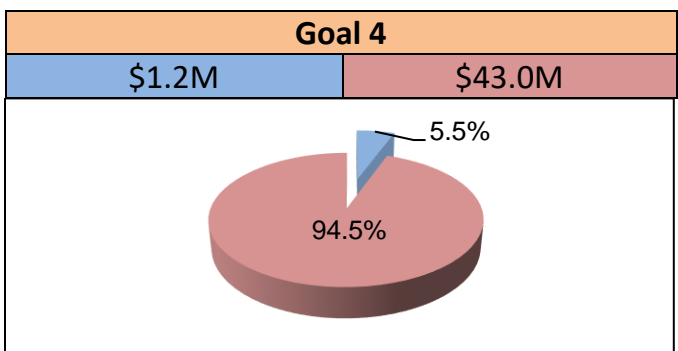
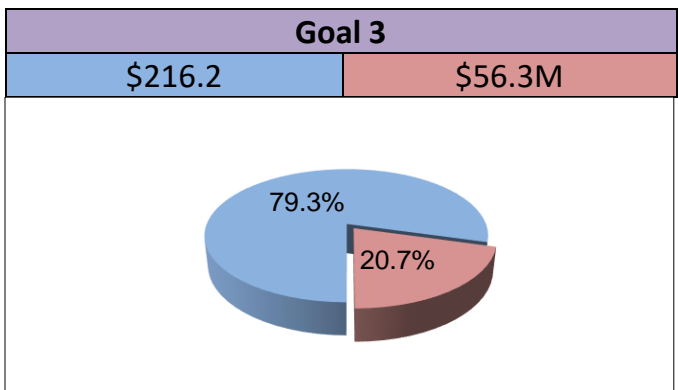
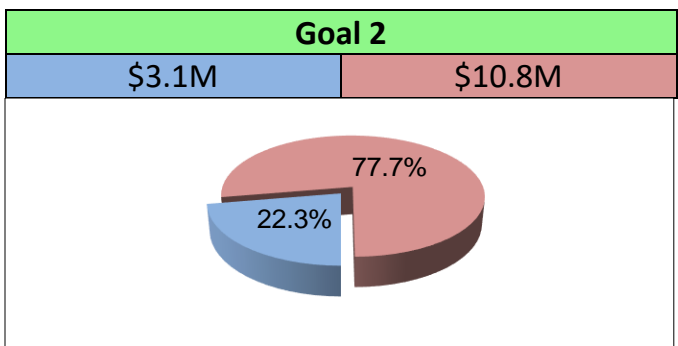
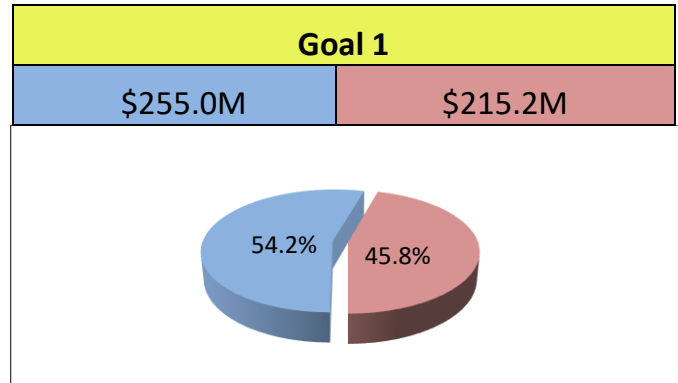
- Family events
- School safety and maintenance
- Welcoming school environments
- PBIS and dropout prevention efforts
- Mentoring and service learning
- Wellness programs and connections to community resources
- Parenting programs with childcare
- Translation services
- School climate & structured recess

### Goal 4: Targeted Support

\$44.2M

- Extended learning opportunities
- Supplemental instructional programs
- Support for identified schools on the California Dashboard
- Targeted academic supports
- Targeted restorative practices and SEL support

CORE	SUPPLEMENTAL
Actions and expenditures to meet the goals described for ALL pupils.	Additional annual actions above what is provided for all students that will serve low-income, English learner, and foster youth pupils.





**ANNUAL BUDGET REPORT:**  
July 1, 2019 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: 1601 E. Chestnut Ave., Santa Ana, CA  
Date: June 06, 2019

Place: 1601 E. Chestnut Ave., Santa Ana  
Date: June 11, 2019  
Time: \_\_\_\_\_

Adoption Date: June 25, 2019

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Contact person for additional information on the budget reports:

Name: Swandayani Singgih

Telephone: (714) 558-5895

Title: Director, Budget

E-mail: swandayani.singgih@sausd.us

**Criteria and Standards Review Summary**

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

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

<b>CRITERIA AND STANDARDS (continued)</b>			<b>Met</b>	<b>Not Met</b>
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

<b>SUPPLEMENTAL INFORMATION</b>			<b>No</b>	<b>Yes</b>
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		<ul style="list-style-type: none"> <li>If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2018-19) annual payment?</li> </ul>		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		<ul style="list-style-type: none"> <li>If yes, are they lifetime benefits?</li> </ul>	X	
		<ul style="list-style-type: none"> <li>If yes, do benefits continue beyond age 65?</li> <li>If yes, are benefits funded by pay-as-you-go?</li> </ul>		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:	X	
		<ul style="list-style-type: none"> <li>Certificated? (Section S8A, Line 1)</li> <li>Classified? (Section S8B, Line 1)</li> <li>Management/supervisor/confidential? (Section S8C, Line 1)</li> </ul>		X
				X
S9	Local Control and Accountability Plan (LCAP)	<ul style="list-style-type: none"> <li>Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?</li> <li>Approval date for adoption of the LCAP or approval of an update to the LCAP:</li> </ul>		X
			<b>Jun 25, 2019</b>	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?		X

<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			<b>No</b>	<b>Yes</b>
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	<b>X</b>	
A7	Independent Financial System	Is the district's financial system independent from the county office system?		<b>X</b>
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	<b>X</b>	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		<b>X</b>

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(  ) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ 12,384,817.00
Less: Amount of total liabilities reserved in budget:	\$ 12,384,817.00
Estimated accrued but unfunded liabilities:	\$ 0.00

(  ) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

\_\_\_\_\_

(  ) This school district is not self-insured for workers' compensation claims.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Jun 25, 2019

For additional information on this certification, please contact:

Name: Camille Boden

Title: Executive Director, Risk Management

Telephone: (714) 558-5856

E-mail: camille.boden@sausd.us

# Operating Funds

Unrestricted and Restricted



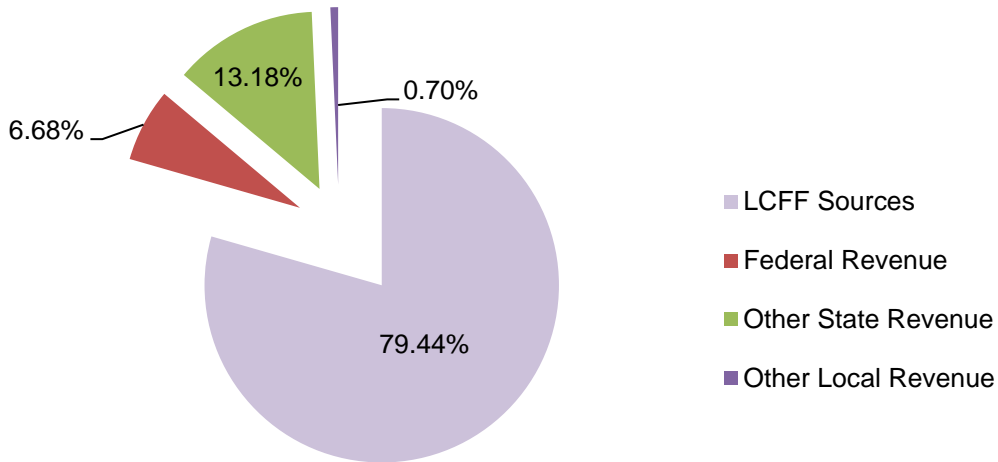
*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# COMBINED GENERAL FUND (01)

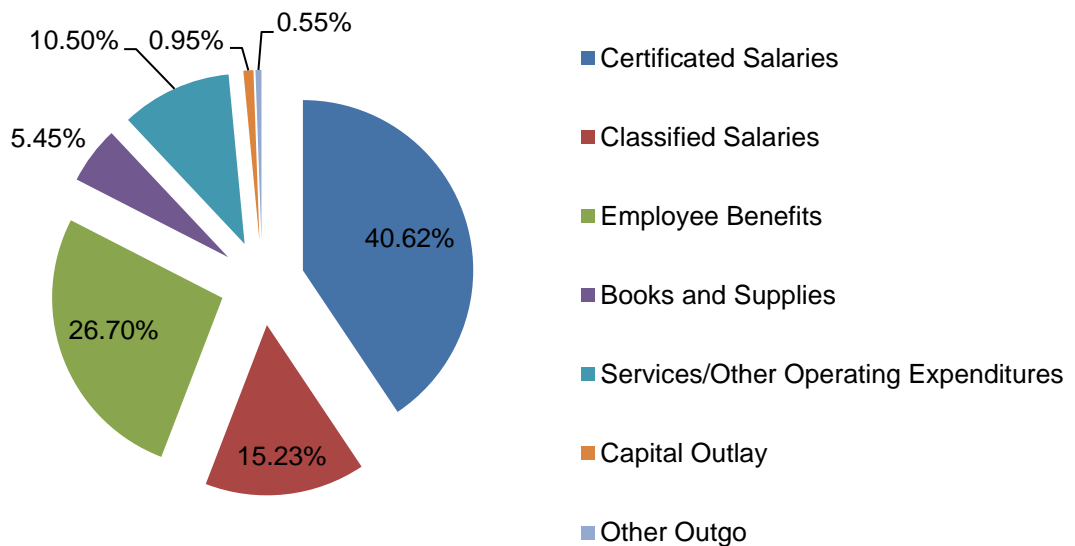
## Unrestricted and Restricted



The General Fund is the general operating fund of the District with the largest revenue coming from State Local Control Funding Formula (LCFF) sources (79.44%). Total projected revenue is \$645.9 million.



The combined General Fund is used to account for financial activities, except those that are required to be accounted for in another fund. Employees' salaries and benefits represent the largest expenditures (82.55%). Total projected expenditures are \$692.2 million. In addition, the District transfers dollars to other funds totaling \$5.2 million for Certificates of Participation, Qualified Zone Academy Bonds, the Advanced Learning Academy Charter School, and Nutrition Services.



The District relies on State revenue to run its daily operations in educating our students. The district projects to have a positive fund balance of approximately \$68.4 million, which includes \$14.5 million in restricted fund balances.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	522,828,185.00	0.00	522,828,185.00	513,078,215.00	0.00	513,078,215.00	-1.9%
2) Federal Revenue		8100-8299	2,071,737.39	42,843,238.65	44,914,976.04	145,000.00	42,977,827.82	43,122,827.82	-4.0%
3) Other State Revenue		8300-8599	18,726,397.82	75,603,913.25	94,330,311.07	9,264,811.00	75,838,379.74	85,103,190.74	-9.8%
4) Other Local Revenue		8600-8799	5,155,086.51	4,047,392.85	9,202,479.36	1,691,959.72	2,873,849.26	4,565,808.98	-50.4%
5) TOTAL, REVENUES			548,781,406.72	122,494,544.75	671,275,951.47	524,179,985.72	121,690,056.82	645,870,042.54	-3.8%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	213,681,966.30	63,050,568.17	276,732,534.47	215,388,040.67	65,795,841.22	281,183,881.89	1.6%
2) Classified Salaries		2000-2999	57,550,325.79	39,768,691.99	97,319,017.78	62,583,655.91	42,833,125.52	105,416,781.43	8.3%
3) Employee Benefits		3000-3999	102,606,800.93	64,922,257.37	167,529,058.30	110,789,743.34	74,008,142.90	184,797,886.24	10.3%
4) Books and Supplies		4000-4999	16,204,819.42	12,037,038.83	28,241,858.25	24,062,533.74	13,676,672.38	37,739,206.12	33.6%
5) Services and Other Operating Expenditures		5000-5999	46,690,850.98	23,303,293.22	69,994,144.20	50,412,166.41	22,161,453.67	72,573,620.08	3.7%
6) Capital Outlay		6000-6999	947,062.84	7,318,366.54	8,265,429.38	1,126,832.00	5,442,839.00	6,569,671.00	-20.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,610,320.44	4,398,057.90	6,008,378.34	1,630,266.44	4,603,752.00	6,234,018.44	3.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(7,736,639.51)	4,926,546.03	(2,810,093.48)	(3,963,672.33)	1,619,035.67	(2,344,636.66)	-16.6%
9) TOTAL, EXPENDITURES			431,555,507.19	219,724,820.05	651,280,327.24	462,029,566.18	230,140,862.36	692,170,428.54	6.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			117,225,899.53	(97,230,275.30)	19,995,624.23	62,150,419.54	(108,450,805.54)	(46,300,386.00)	-331.6%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers		8900-8929	237.61	0.00	237.61	0.00	0.00	0.00	-100.0%
a) Transfers In									
b) Transfers Out		7600-7629	5,298,117.71	35,313.97	5,333,431.68	5,224,709.78	0.00	5,224,709.78	-2.0%
2) Other Sources/Uses		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Sources									
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(92,719,310.52)	92,719,310.52	0.00	(98,878,313.62)	98,878,313.62	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(98,017,190.62)	92,683,996.55	(5,333,194.07)	(104,103,023.40)	98,878,313.62	(5,224,709.78)	-2.0%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			19,208,708.91	(4,546,278.75)	14,662,430.16	(41,952,603.86)	(9,572,491.92)	(51,525,095.78)	-451.4%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	77,926,488.88	28,021,091.96	105,947,580.84	95,828,703.39	24,079,582.16	119,908,285.55	13.2%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)		9795	77,926,488.88	28,021,091.96	105,947,580.84	95,828,703.39	24,079,582.16	119,908,285.55	13.2%
d) Other Restatements			(1,306,494.40)	604,768.95	(701,725.45)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			76,619,994.48	28,625,860.91	105,245,855.39	95,828,703.39	24,079,582.16	119,908,285.55	13.9%
2) Ending Balance, June 30 (E + F1e)			95,828,703.39	24,079,582.16	119,908,285.55	53,876,099.53	14,507,090.24	68,383,189.77	-43.0%
Components of Ending Fund Balance									
a) Nonspendable		9711	190,000.00	0.00	190,000.00	190,000.00	0.00	190,000.00	0.0%
Revolving Cash		9712	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	24,079,582.16	24,079,582.16	0.00	14,507,090.24	14,507,090.24	-39.8%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments									
d) Assigned		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Assignments		9780	0.00	0.00	0.00	3,020,632.00	0.00	3,020,632.00	New
CSEA Salary Adjustments	0000					3,020,632.00		3,020,632.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	13,132,275.18	0.00	13,132,275.18	13,947,902.77	0.00	13,947,902.77	6.2%
Unassigned/Unappropriated Amount		9790	81,506,428.21	0.00	81,506,428.21	35,717,564.76	0.00	35,717,564.76	-56.2%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL ASSETS			0.00	0.00	0.00				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL LIABILITIES			0.00	0.00	0.00				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30									

July 1 Budget  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description (G9 + H2) - (I6 + J2)	2018-19 Estimated Actuals		2019-20 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
	0.00	0.00	0.00			0.00



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
TOTAL_LCFF SOURCES			522,828,185.00	0.00	522,828,185.00	513,078,215.00	0.00	513,078,215.00	-1.9%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Special Education Entitlement		8181	0.00	10,239,026.00	10,239,026.00	0.00	10,239,026.00	10,239,026.00	0.00%
Special Education Discretionary Grants		8182	0.00	2,487,045.98	2,487,045.98	0.00	2,460,789.64	2,460,789.64	-1.1%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Title I, Part A, Basic	3010	8290		16,781,164.20	16,781,164.20		14,901,473.18	14,901,473.18	-11.2%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.00%
Title II, Part A, Supporting Effective Instruction	4035	8290		2,020,021.87	2,020,021.87		1,738,921.80	1,738,921.80	-13.9%
Title III, Part A, Immigrant Student Program	4201	8290		101,965.75	101,965.75		240,092.00	240,092.00	135.5%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)		
Title III, Part A, English Learner Program	4203	8290		727,111.54	727,111.54			1,940,290.00	1,940,290.00	166.8%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00			0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3183, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630									
Other NCLB / Every Student Succeeds Act		8290		2,677,973.85	2,677,973.85			3,756,855.10	3,756,855.10	40.3%
Career and Technical Education	3500-3599	8290		497,637.00	497,637.00			497,637.00	497,637.00	0.0%
All Other Federal Revenue	All Other	8290	2,071,737.39	7,311,292.46	9,383,029.85	145,000.00	7,202,743.10	7,347,743.10	7,347,743.10	-21.7%
TOTAL FEDERAL REVENUE			2,071,737.39	42,843,238.65	44,914,976.04	145,000.00	42,977,827.82	43,122,827.82	43,122,827.82	-4.0%
<b>OTHER STATE REVENUE</b>										
Other State Apportionments										
ROC/P Entitlement	6360	8319		0.00	0.00			0.00	0.00	0.0%
Prior Years										
Special Education Master Plan	6500	8311		27,232,798.00	27,232,798.00			34,732,798.00	34,732,798.00	27.5%
Current Year										
Prior Years	6500	8319		0.00	0.00			0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	426,392.00	426,392.00	0.00	426,392.00	426,392.00	426,392.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520		0.00	0.00			0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	10,457,871.00	0.00	10,457,871.00	1,860,782.00	0.00	1,860,782.00	1,860,782.00	-82.2%
Lottery - Unrestricted and Instructional Materials		8560	7,201,640.82	2,712,204.94	9,913,845.76	7,124,029.00	2,500,487.00	9,624,516.00	9,624,516.00	-2.9%
Tax Relief Subventions										
Restricted Levies - Other										
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		8,626,208.84	8,626,208.84			8,598,474.20	8,598,474.20	-0.3%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.00%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.00%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.00%
Career Technical Education Incentive Grant Program	6387	8590		5,935,432.12	5,935,432.12		0.00	0.00	-100.00%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.00%
Specialized Secondary	7370	8590		110,000.00	110,000.00		0.00	0.00	-100.00%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.00%
All Other State Revenue	All Other	8590	1,066,886.00	30,560,877.35	31,627,763.35	280,000.00	29,580,228.54	29,860,228.54	-5.6%
<b>TOTAL, OTHER STATE REVENUE</b>			18,726,397.82	75,603,913.25	94,330,311.07	9,264,811.00	75,838,379.74	85,103,190.74	-9.8%





Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,987,521.20	2,157,209.76	5,144,730.96	625,387.72	1,028,703.26	1,654,090.98	-67.8%
Tuition		8710	0.00	1,145,059.00	1,145,059.00	0.00	1,145,059.00	1,145,059.00	0.0%
All Other Transfers In		8781-8783	192,527.00	0.00	192,527.00	96,263.00	0.00	96,263.00	-50.0%
Transfers of Apportionments									
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL_OTHER LOCAL REVENUE			5,155,086.51	4,047,392.85	9,202,479.36	1,691,959.72	2,873,849.26	4,565,808.98	-50.4%
TOTAL_REVENUES			548,781,406.72	122,494,544.75	671,275,951.47	524,179,985.72	121,690,056.82	645,870,042.54	-3.8%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	179,051,697.83	51,568,984.48	230,620,682.31	178,370,789.53	52,913,683.45	231,284,472.98	0.3%
Certificated Pupil Support Salaries		1200	9,665,388.52	5,761,749.04	15,427,137.56	10,929,798.82	6,687,165.74	17,616,964.56	14.2%
Certificated Supervisors' and Administrators' Salaries		1300	18,162,508.79	2,241,831.74	20,404,340.53	18,886,588.23	2,317,199.47	21,203,787.70	3.9%
Other Certificated Salaries		1900	6,802,371.16	3,478,002.91	10,280,374.07	7,200,864.09	3,877,792.56	11,078,656.65	7.8%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>213,681,966.30</b>	<b>63,050,568.17</b>	<b>276,732,534.47</b>	<b>215,388,040.67</b>	<b>65,795,841.22</b>	<b>281,183,881.89</b>	<b>1.6%</b>
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	4,639,448.55	26,661,133.34	31,300,581.89	5,100,326.05	28,773,968.75	33,874,294.80	8.2%
Classified Support Salaries		2200	20,895,580.06	8,032,935.26	28,928,515.32	22,595,298.24	8,838,547.97	31,433,846.21	8.7%
Classified Supervisors' and Administrators' Salaries		2300	3,996,407.37	1,099,807.68	5,096,215.05	4,438,074.38	1,294,866.01	5,732,940.39	12.5%
Clerical, Technical and Office Salaries		2400	22,204,934.35	2,773,358.21	24,978,292.56	22,618,569.99	2,662,278.77	25,280,848.76	1.2%
Other Classified Salaries		2900	5,813,955.46	1,201,457.50	7,015,412.96	7,831,387.25	1,283,464.02	9,094,851.27	29.6%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>57,550,325.79</b>	<b>39,768,691.99</b>	<b>97,319,017.78</b>	<b>62,583,655.91</b>	<b>42,833,125.52</b>	<b>105,416,781.43</b>	<b>8.3%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	34,159,888.14	32,502,660.77	66,662,548.91	35,864,607.46	35,810,279.59	71,674,887.05	7.5%
PERS		3201-3202	9,434,728.99	7,368,350.52	16,803,079.51	10,649,637.22	9,182,436.75	19,832,073.97	18.0%
OASDI/Medicare/Alternative		3301-3302	6,986,873.64	4,079,666.43	11,066,540.07	7,153,256.50	4,408,411.05	11,561,667.55	4.5%
Health and Welfare Benefits		3401-3402	39,253,609.15	16,404,087.52	55,657,696.67	42,148,340.54	18,761,367.31	60,909,707.85	9.4%
Unemployment Insurance		3501-3502	135,472.49	48,793.59	184,266.08	138,202.56	79,853.68	218,056.24	18.3%
Workers' Compensation		3601-3602	1,744,665.10	675,487.92	2,420,153.02	3,742,261.81	1,475,981.57	5,218,243.38	115.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	10,891,563.42	3,843,210.62	14,734,774.04	11,093,437.25	4,289,812.95	15,383,250.20	4.4%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>102,606,800.93</b>	<b>64,922,257.37</b>	<b>167,529,058.30</b>	<b>110,789,743.34</b>	<b>74,008,142.90</b>	<b>184,797,886.24</b>	<b>10.3%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	314,879.66	1,579,044.56	1,893,924.22	4,216,512.62	3,783,487.38	8,000,000.00	322.4%
Books and Other Reference Materials		4200	35,527.84	208,791.91	244,319.75	8,825.00	54,000.00	62,825.00	-74.3%
Materials and Supplies		4300	11,631,519.19	5,873,781.37	17,505,300.56	16,995,879.96	9,038,375.23	26,034,255.19	48.7%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	2,722,892.73	4,375,420.99	7,098,313.72	1,991,316.16	800,809.77	2,792,125.93	-60.7%
Food		4700	1,500,000.00	0.00	1,500,000.00	850,000.00	0.00	850,000.00	-43.3%
<b>TOTAL BOOKS AND SUPPLIES</b>			16,204,819.42	12,037,038.83	28,241,858.25	24,062,533.74	13,676,672.38	37,739,206.12	33.6%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	14,341,952.44	9,774,499.96	24,116,452.40	14,942,398.21	8,777,631.93	23,720,030.14	-1.6%
Travel and Conferences		5200	539,200.32	782,622.79	1,321,823.11	1,165,098.82	1,452,187.29	2,617,286.11	98.0%
Dues and Memberships		5300	524,087.31	144,451.00	668,538.31	346,024.64	18,500.00	364,524.64	-45.5%
Insurance		5400 - 5450	3,615,791.24	1,564.00	3,617,355.24	3,612,405.20	2,000.00	3,614,405.20	-0.1%
Operations and Housekeeping Services		5500	8,769,322.97	47,529.96	8,816,852.93	9,381,698.25	77,780.00	9,459,478.25	7.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,398,635.15	3,373,097.58	6,771,732.73	3,967,889.85	4,953,686.00	8,921,575.85	31.7%
Transfers of Direct Costs		5710	(565,636.73)	565,636.73	0.00	(337,708.00)	337,708.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(51,388.22)	0.00	(51,388.22)	(42,627.00)	0.00	(42,627.00)	-17.0%
Professional/Consulting Services and Operating Expenditures		5800	14,822,170.92	8,588,257.62	23,410,428.54	15,646,169.25	6,509,114.75	22,155,284.00	-5.4%
Communications		5900	1,296,715.58	25,633.58	1,322,349.16	1,730,817.19	32,845.70	1,763,662.89	33.4%
<b>TOTAL SERVICES AND OTHER OPERATING EXPENDITURES</b>			46,690,850.98	23,303,293.22	69,994,144.20	50,412,166.41	22,161,453.67	72,573,620.08	3.7%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7439	153,608.44	0.00	153,608.44	153,608.44	0.00	153,608.44	0.0%
Other Debt Service - Principal			1,610,320.44	4,398,057.90	6,008,378.34	1,630,266.44	4,603,752.00	6,234,018.44	3.8%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)									
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(4,926,546.03)	4,926,546.03	0.00	(1,619,035.67)	1,619,035.67	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(2,810,093.48)	0.00	(2,810,093.48)	(2,344,636.66)	0.00	(2,344,636.66)	-16.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(7,736,639.51)	4,926,546.03	(2,810,093.48)	(3,963,672.33)	1,619,035.67	(2,344,636.66)	-16.6%
TOTAL, EXPENDITURES			431,555,507.19	219,724,820.05	651,280,327.24	462,029,566.18	230,140,862.36	692,170,428.54	6.3%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(92,719,310.52)	92,719,310.52	0.00	(98,878,313.62)	98,878,313.62	0.00	0.00%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
(e) TOTAL, CONTRIBUTIONS			(92,719,310.52)	92,719,310.52	0.00	(98,878,313.62)	98,878,313.62	0.00	0.00%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			(98,017,190.62)	92,683,996.55	(5,333,194.07)	(104,103,023.40)	98,878,313.62	(5,224,709.78)	-2.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	522,828,185.00	0.00	522,828,185.00	513,078,215.00	0.00	513,078,215.00	-1.9%
2) Federal Revenue		8100-8299	2,071,737.39	42,843,238.65	44,914,976.04	145,000.00	42,977,827.82	43,122,827.82	-4.0%
3) Other State Revenue		8300-8599	18,726,397.82	75,603,913.25	94,330,311.07	9,264,811.00	75,838,379.74	85,103,190.74	-9.8%
4) Other Local Revenue		8600-8799	5,155,086.51	4,047,392.85	9,202,479.36	1,691,959.72	2,873,849.26	4,565,808.98	-50.4%
5) TOTAL REVENUES			548,781,406.72	122,494,544.75	671,275,951.47	524,179,985.72	121,690,056.82	645,870,042.54	-3.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		266,126,588.14	152,674,029.16	418,800,617.30	277,180,243.50	159,874,738.05	437,054,981.55	4.4%
2) Instruction - Related Services	2000-2999		54,314,725.91	18,635,075.43	72,949,801.34	56,226,255.92	18,966,800.23	75,193,056.15	3.1%
3) Pupil Services	3000-3999		36,933,567.74	16,325,653.20	53,259,220.94	39,668,720.57	18,243,619.85	57,912,340.42	8.7%
4) Ancillary Services	4000-4999		6,159,236.48	151,967.09	6,311,203.57	9,152,418.03	167,335.00	9,319,753.03	47.7%
5) Community Services	5000-5999		204,333.00	0.00	204,333.00	278,657.00	0.00	278,657.00	36.4%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		26,590,221.62	5,380,130.11	31,970,351.73	35,654,316.69	2,185,993.68	37,840,310.37	18.4%
8) Plant Services	8000-8999		39,613,307.36	22,159,907.16	61,773,214.52	42,233,074.03	26,098,623.55	68,331,697.58	10.6%
9) Other Outgo	9000-9999	Except 7600-7699	1,613,526.94	4,398,057.90	6,011,584.84	1,635,880.44	4,603,752.00	6,239,632.44	3.8%
10) TOTAL EXPENDITURES			431,555,507.19	219,724,820.05	651,280,327.24	462,029,566.18	230,140,862.36	692,170,428.54	6.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>									
			117,225,899.53	(97,230,275.30)	19,995,624.23	62,150,419.54	(108,450,805.54)	(46,300,386.00)	-331.6%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers		8900-8929							
a) Transfers In			237.61	0.00	237.61	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	5,298,117.71	35,313.97	5,333,431.68	5,224,709.78	0.00	5,224,709.78	-2.0%
2) Other Sources/Uses		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Sources			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(92,719,310.52)	92,719,310.52	0.00	(98,878,313.62)	98,878,313.62	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(98,017,190.62)	92,683,996.55	(5,333,194.07)	(104,103,023.40)	98,878,313.62	(5,224,709.78)	-2.0%



Description	Function Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			19,208,708.91	(4,546,278.75)	14,662,430.16	(41,952,603.86)	(9,572,491.92)	(51,525,095.78)	-451.4%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	77,926,488.88	28,021,091.96	105,947,580.84	95,828,703.39	24,079,582.16	119,908,285.55	13.2%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments			77,926,488.88	28,021,091.96	105,947,580.84	95,828,703.39	24,079,582.16	119,908,285.55	13.2%
c) As of July 1 - Audited (F1a + F1b)		9795	(1,306,494.40)	604,768.95	(701,725.45)	0.00	0.00	0.00	-100.0%
d) Other Restatements			76,619,994.48	28,625,860.91	105,245,855.39	95,828,703.39	24,079,582.16	119,908,285.55	13.9%
e) Adjusted Beginning Balance (F1c + F1d)			95,828,703.39	24,079,582.16	119,908,285.55	53,876,099.53	14,507,090.24	68,383,189.77	-43.0%
2) Ending Balance, June 30 (E + F1e)									
Components of Ending Fund Balance									
a) Nonspendable		9711	190,000.00	0.00	190,000.00	190,000.00	0.00	190,000.00	0.0%
Revolving Cash		9712	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	24,079,582.16	24,079,582.16	0.00	14,507,090.24	14,507,090.24	-39.8%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)									
d) Assigned		9780	0.00	0.00	0.00	3,020,632.00	0.00	3,020,632.00	New
Other Assignments (by Resource/Object)		9780				3,020,632.00		3,020,632.00	
CSEA Salary Adjustments	0000								
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	13,132,275.18	0.00	13,132,275.18	13,947,902.77	0.00	13,947,902.77	6.2%
Unassigned/Unappropriated Amount		9790	81,506,428.21	0.00	81,506,428.21	35,717,564.76	0.00	35,717,564.76	-56.2%

July 1 Budget  
 General Fund  
 Exhibit: Restricted Balance Detail

30 66670 0000000  
 Form 01

Santa Ana Unified  
 Orange County

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
5640	Medi-Cal Billing Option	849,031.95	179,049.46
6230	California Clean Energy Jobs Act	4,500,000.00	0.00
6300	Lottery: Instructional Materials	2,659,500.38	0.00
6512	Special Ed: Mental Health Services	557,019.01	0.00
7311	Classified School Employee Professional Development Block Grant	80,707.39	5,707.39
7510	Low-Performing Students Block Grant	590,831.00	590,831.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectic	10,956,180.08	10,071,388.37
9010	Other Restricted Local	3,886,312.35	3,660,114.02
<b>Total, Restricted Balance</b>		<b>24,079,582.16</b>	<b>14,507,090.24</b>

## 2019-20 Proposed July 1 Budget

### Reasons for Assigned and Unassigned Ending Fund Balances Above the State Recommended Minimum Level

Education Code Section 42127(a)(2)(B) requires a statement of reasons that substantiates the need for assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for the budget.

District: **Santa Ana Unified School District**

<b>Combined Assigned and Unassigned Fund Balances</b>			
Fund	Fund Description	2019-20	
01	General Fund/County School Service Fund	\$ 52,686,099.53	Fund 01, Objects 9780/9789/9790
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$ -	Fund 17 Objects 9780/9789/9790
Total Assigned and Unassigned Fund Balance		\$ 52,686,099.53	
District Standard Reserve Level		2.0%	Form 01CS Line 10B-4
Less: Reserve for Economic Uncertainties		\$ 13,526,873.93	Form 01CS Line 10B-7
<b>Fund Balance that Requires a Statement of Reasons</b>		<b>\$ 39,159,225.60</b>	

<b>Reasons for Assigned and Unassigned Ending Fund Balances Above the State Recommended Minimum Level</b>			
Form	Fund	2019-20	Reasons
01	General Fund/County School Service Fund	\$ 39,159,225.60	Financial flexibility to absorb unanticipated expenditures without significant disruption to educational programs; Protection against exposure to significant onetime outlays such as disasters, lawsuits or material audit findings; Protection against the volatility of state revenues; Cash management/ avoiding the cost of borrowing for cash flow purposes; Protection against declining enrollment; Assigned technology projects; Future textbook adoptions; and Negotiations.
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$ -	
(Insert Lines above as needed)			
<b>Total of Substantiated Needs</b>		<b>\$ 39,159,225.60</b>	

# Charter Schools Special Revenue Fund



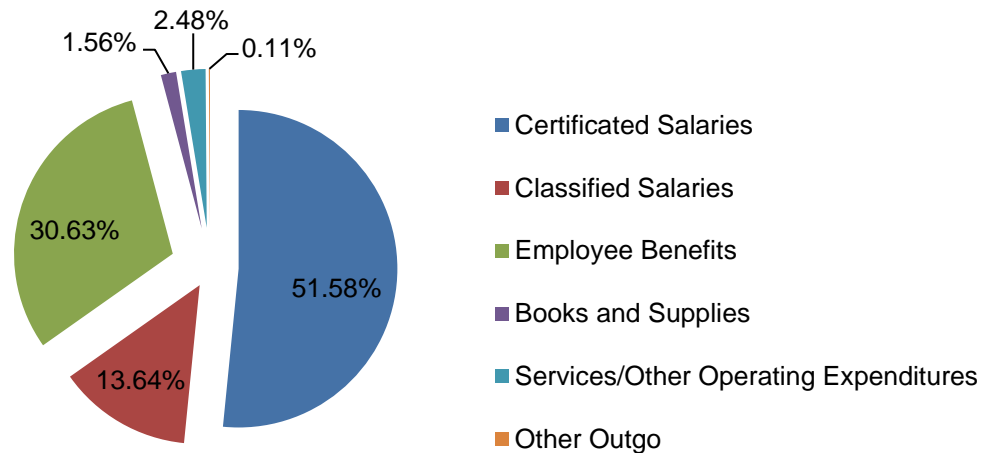
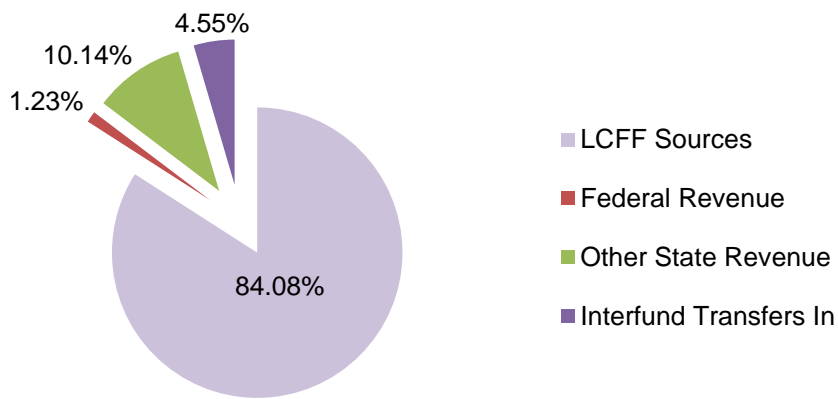
*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# Charter Schools Special Revenue Fund (09)



The Charter Schools Special Revenue Fund is a special revenue fund used to record pass-through financial activities for Advanced Learning Academy (ALA).

Fund 09 is utilized as the chief operating fund to account separately for activities of ALA.



The projected ending fund balance of \$1.6 million is to be utilized to cover any additional grade level expansion cost.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	3,631,644.00	3,727,628.00	2.6%
2) Federal Revenue		8100-8299	95,088.21	54,746.82	-42.4%
3) Other State Revenue		8300-8599	496,822.88	449,392.00	-9.5%
4) Other Local Revenue		8600-8799	4,661.77	0.00	-100.0%
5) TOTAL, REVENUES			4,228,216.86	4,231,766.82	0.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	2,113,126.12	2,229,721.18	5.5%
2) Classified Salaries		2000-2999	512,876.32	589,807.15	15.0%
3) Employee Benefits		3000-3999	1,155,978.91	1,324,103.64	14.5%
4) Books and Supplies		4000-4999	122,479.39	67,257.65	-45.1%
5) Services and Other Operating Expenditures		5000-5999	122,347.58	107,150.00	-12.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	13,432.54	4,905.17	-63.5%
9) TOTAL, EXPENDITURES			4,040,240.86	4,322,944.79	7.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			187,976.00	(91,177.97)	-148.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	288,790.21	201,697.48	-30.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			288,790.21	201,697.48	-30.2%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			476,766.21	110,519.51	-76.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,065,816.86	1,542,583.07	44.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,065,816.86	1,542,583.07	44.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,065,816.86	1,542,583.07	44.7%
2) Ending Balance, June 30 (E + F1e)			1,542,583.07	1,653,102.58	7.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			44,395.97	63,740.97	43.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,498,187.10	1,589,361.61	6.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>LCFF SOURCES</b>					
Principal Apportionment State Aid - Current Year		8011	2,542,180.00	2,601,585.00	2.3%
Education Protection Account State Aid - Current Year		8012	68,926.00	68,926.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,020,538.00	1,057,117.00	3.6%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>3,631,644.00</b>	<b>3,727,628.00</b>	<b>2.6%</b>
<b>FEDERAL REVENUE</b>					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	95,088.21	54,746.82	-42.4%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	0.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4124, 4126, 4127, 4128, 5510, 5630	8290	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>95,088.21</b>	<b>54,746.82</b>	<b>-42.4%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	69,424.00	7,020.00	-89.9%
Lottery - Unrestricted and Instructional Materials		8560	77,614.88	74,460.00	-4.1%
After School Education and Safety (ASES)	6010	8590	163,800.00	163,800.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	185,984.00	204,112.00	9.7%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>496,822.88</b>	<b>449,392.00</b>	<b>-9.5%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,996.06	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.71	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	2,665.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,661.77</b>	<b>0.00</b>	<b>-100.0%</b>
<b>TOTAL, REVENUES</b>			<b>4,228,216.86</b>	<b>4,231,766.82</b>	<b>0.1%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	1,622,092.91	1,788,560.66	10.3%
Certificated Pupil Support Salaries		1200	104,595.80	64,343.63	-38.5%
Certificated Supervisors' and Administrators' Salaries		1300	131,895.37	249,961.66	89.5%
Other Certificated Salaries		1900	254,542.04	126,855.23	-50.2%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>2,113,126.12</b>	<b>2,229,721.18</b>	<b>5.5%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	131,894.45	114,520.00	-13.2%
Classified Support Salaries		2200	108,410.07	116,787.24	7.7%
Classified Supervisors' and Administrators' Salaries		2300	7,582.00	8,646.00	14.0%
Clerical, Technical and Office Salaries		2400	214,226.80	290,399.26	35.6%
Other Classified Salaries		2900	50,763.00	59,454.65	17.1%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>512,876.32</b>	<b>589,807.15</b>	<b>15.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	513,403.06	576,977.64	12.4%
PERS		3201-3202	74,785.24	107,609.85	43.9%
OASDI/Medicare/Alternative		3301-3302	61,559.87	73,176.52	18.9%
Health and Welfare Benefits		3401-3402	372,726.73	409,326.05	9.8%
Unemployment Insurance		3501-3502	1,308.36	1,410.57	7.8%
Workers' Compensation		3601-3602	28,054.25	38,345.02	36.7%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	104,141.40	117,257.99	12.6%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,155,978.91</b>	<b>1,324,103.64</b>	<b>14.5%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	17,480.00	0.00	-100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	59,926.97	67,257.65	12.2%
Noncapitalized Equipment		4400	45,072.42	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>122,479.39</b>	<b>67,257.65</b>	<b>-45.1%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	33,233.94	6,000.00	-81.9%
Travel and Conferences		5200	4,600.00	6,000.00	30.4%
Dues and Memberships		5300	3,920.00	10,000.00	155.1%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,842.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	4,960.63	5,650.00	13.9%
Professional/Consulting Services and Operating Expenditures		5800	71,791.01	79,500.00	10.7%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>122,347.58</b>	<b>107,150.00</b>	<b>-12.4%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	13,432.54	4,905.17	-63.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			13,432.54	4,905.17	-63.5%
<b>TOTAL, EXPENDITURES</b>			<b>4,040,240.86</b>	<b>4,322,944.79</b>	<b>7.0%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	288,790.21	201,697.48	-30.2%
(a) TOTAL, INTERFUND TRANSFERS IN			288,790.21	201,697.48	-30.2%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			288,790.21	201,697.48	-30.2%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	3,631,644.00	3,727,628.00	2.6%
2) Federal Revenue		8100-8299	95,088.21	54,746.82	-42.4%
3) Other State Revenue		8300-8599	496,822.88	449,392.00	-9.5%
4) Other Local Revenue		8600-8799	4,661.77	0.00	-100.0%
5) TOTAL, REVENUES			4,228,216.86	4,231,766.82	0.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		2,807,572.52	3,033,927.53	8.1%
2) Instruction - Related Services	2000-2999		894,155.13	1,002,271.96	12.1%
3) Pupil Services	3000-3999		147,532.90	88,214.09	-40.2%
4) Ancillary Services	4000-4999		16,385.70	18,178.50	10.9%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		13,832.54	4,905.17	-64.5%
8) Plant Services	8000-8999		160,762.07	175,447.54	9.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,040,240.86	4,322,944.79	7.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			187,976.00	(91,177.97)	-148.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	288,790.21	201,697.48	-30.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			288,790.21	201,697.48	-30.2%



Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			476,766.21	110,519.51	-76.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,065,816.86	1,542,583.07	44.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,065,816.86	1,542,583.07	44.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,065,816.86	1,542,583.07	44.7%
2) Ending Balance, June 30 (E + F1e)			1,542,583.07	1,653,102.58	7.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			44,395.97	63,740.97	43.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,498,187.10	1,589,361.61	6.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
6300	Lottery: Instructional Materials	34,515.97	53,860.97
7510	Low-Performing Students Block Grant	9,880.00	9,880.00
Total, Restricted Balance		<u>44,395.97</u>	<u>63,740.97</u>

# Child Development Fund

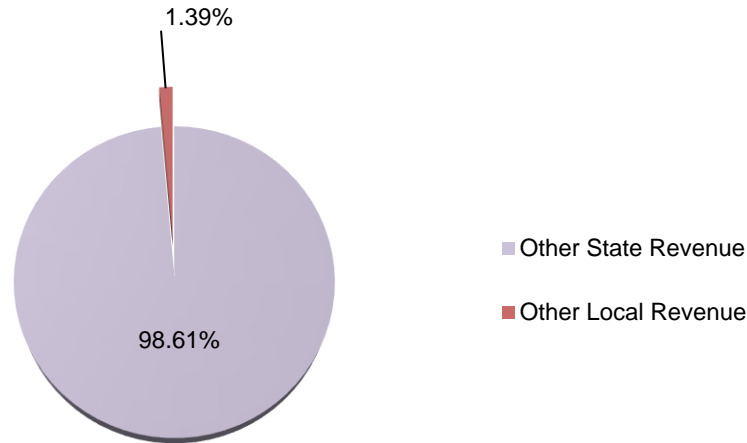


*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

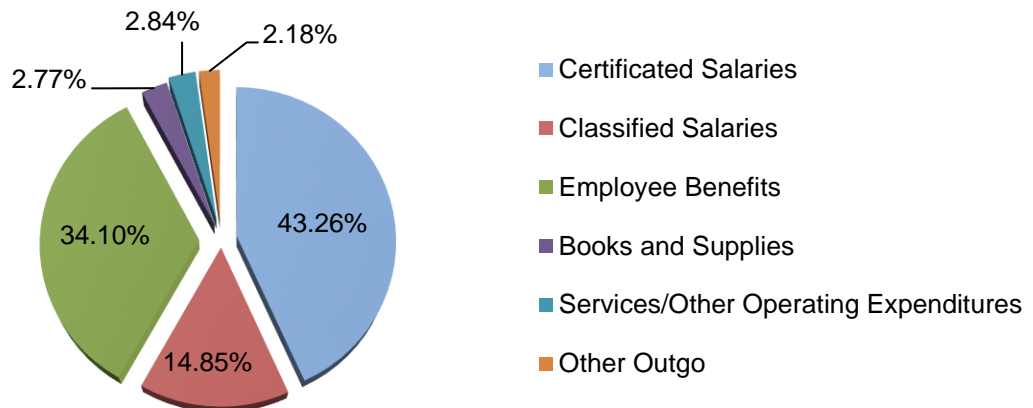
# CHILD DEVELOPMENT FUND (12)



The Child Development Fund is a special reserve fund for the operations of child development programs. Total projected revenue is \$8.6 million.



The Child Development Fund is used to account for financial activities pertinent to state preschool programs. Employees' salaries and benefits represent the largest expenditure (92.21%). Total projected expenditures are \$8.6 million.



The District relies on State revenue to run its daily operations in educating our preschool students.

The State Preschool Program allows the District to set aside a reserve amount of up to fifteen percent of the current year's California State Preschool Program (CSPP) contract. Of the fifteen percent set aside, ten percent is intended for the specific purpose of professional development for CSPP instructional staff. The District plans to spend any excess amount by June 30, 2020 (or later).

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,190,970.71	8,535,721.27	4.2%
4) Other Local Revenue		8600-8799	149,102.01	120,000.00	-19.5%
5) TOTAL, REVENUES			8,340,072.72	8,655,721.27	3.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	3,689,982.22	3,729,743.32	1.1%
2) Classified Salaries		2000-2999	1,214,064.60	1,280,173.00	5.4%
3) Employee Benefits		3000-3999	2,626,268.90	2,939,524.16	11.9%
4) Books and Supplies		4000-4999	168,209.75	238,557.00	41.8%
5) Services and Other Operating Expenditures		5000-5999	207,868.13	245,150.00	17.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	580,840.62	187,573.79	-67.7%
9) TOTAL, EXPENDITURES			8,487,234.22	8,620,721.27	1.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(147,161.50)	35,000.00	-123.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	182,161.50	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			182,161.50	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			35,000.00	35,000.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	455,260.07	490,260.07	7.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			455,260.07	490,260.07	7.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			455,260.07	490,260.07	7.7%
2) Ending Balance, June 30 (E + F1e)			490,260.07	525,260.07	7.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			490,260.07	525,260.07	7.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	7,711,988.16	8,039,113.27	4.2%
All Other State Revenue	All Other	8590	478,982.55	496,608.00	3.7%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>8,190,970.71</b>	<b>8,535,721.27</b>	<b>4.2%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	112,490.01	70,000.00	-37.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	36,612.00	50,000.00	36.6%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>149,102.01</b>	<b>120,000.00</b>	<b>-19.5%</b>
<b>TOTAL, REVENUES</b>			<b>8,340,072.72</b>	<b>8,655,721.27</b>	<b>3.8%</b>



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	3,402,776.41	3,437,451.00	1.0%
Certificated Pupil Support Salaries		1200	58,251.12	59,529.96	2.2%
Certificated Supervisors' and Administrators' Salaries		1300	108,982.10	110,599.00	1.5%
Other Certificated Salaries		1900	119,972.59	122,163.36	1.8%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>3,689,982.22</b>	<b>3,729,743.32</b>	<b>1.1%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	643,170.88	688,487.00	7.0%
Classified Support Salaries		2200	49,139.99	49,161.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	117,518.20	114,456.00	-2.6%
Clerical, Technical and Office Salaries		2400	171,437.36	171,227.00	-0.1%
Other Classified Salaries		2900	232,798.17	256,842.00	10.3%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,214,064.60</b>	<b>1,280,173.00</b>	<b>5.4%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	721,067.83	778,975.96	8.0%
PERS		3201-3202	346,340.96	445,195.00	28.5%
OASDI/Medicare/Alternative		3301-3302	191,818.55	206,843.46	7.8%
Health and Welfare Benefits		3401-3402	1,142,703.16	1,229,024.00	7.6%
Unemployment Insurance		3501-3502	2,430.59	2,504.06	3.0%
Workers' Compensation		3601-3602	23,662.65	68,133.94	187.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	198,245.16	208,847.74	5.3%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>2,626,268.90</b>	<b>2,939,524.16</b>	<b>11.9%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	150,852.26	222,057.00	47.2%
Noncapitalized Equipment		4400	17,357.49	16,500.00	-4.9%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>168,209.75</b>	<b>238,557.00</b>	<b>41.8%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	17,639.27	17,500.00	-0.8%
Travel and Conferences		5200	32,328.29	29,350.00	-9.2%
Dues and Memberships		5300	1,500.00	1,500.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	13,202.22	18,500.00	40.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	6,937.82	6,200.00	-10.6%
Professional/Consulting Services and Operating Expenditures		5800	134,760.53	170,600.00	26.6%
Communications		5900	1,500.00	1,500.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>207,868.13</b>	<b>245,150.00</b>	<b>17.9%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	580,840.62	187,573.79	-67.7%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>580,840.62</b>	<b>187,573.79</b>	<b>-67.7%</b>
<b>TOTAL, EXPENDITURES</b>			<b>8,487,234.22</b>	<b>8,620,721.27</b>	<b>1.6%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	182,161.50	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			182,161.50	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			182,161.50	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,190,970.71	8,535,721.27	4.2%
4) Other Local Revenue		8600-8799	149,102.01	120,000.00	-19.5%
5) TOTAL, REVENUES			8,340,072.72	8,655,721.27	3.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		6,506,959.23	6,941,993.20	6.7%
2) Instruction - Related Services	2000-2999		856,851.16	875,503.08	2.2%
3) Pupil Services	3000-3999		531,769.98	599,688.12	12.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		580,840.62	187,573.79	-67.7%
8) Plant Services	8000-8999		10,813.23	15,963.08	47.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			8,487,234.22	8,620,721.27	1.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(147,161.50)	35,000.00	-123.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	182,161.50	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			182,161.50	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			35,000.00	35,000.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	455,260.07	490,260.07	7.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			455,260.07	490,260.07	7.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			455,260.07	490,260.07	7.7%
2) Ending Balance, June 30 (E + F1e)			490,260.07	525,260.07	7.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			490,260.07	525,260.07	7.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
6130	Child Development: Center-Based Reserve Account	490,260.07	525,260.07
Total, Restricted Balance		<u>490,260.07</u>	<u>525,260.07</u>

# Cafeteria Special Revenue Fund

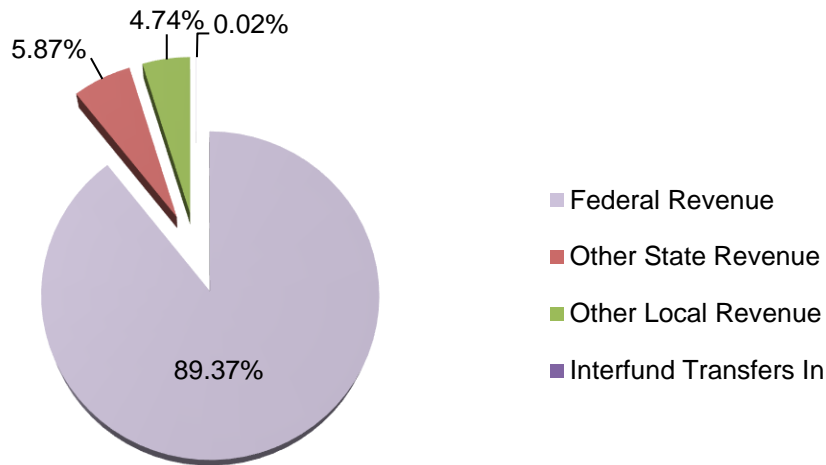


*Artwork created by Santa Ana Unified School District students from Cesar Chavez Continuation High School.*

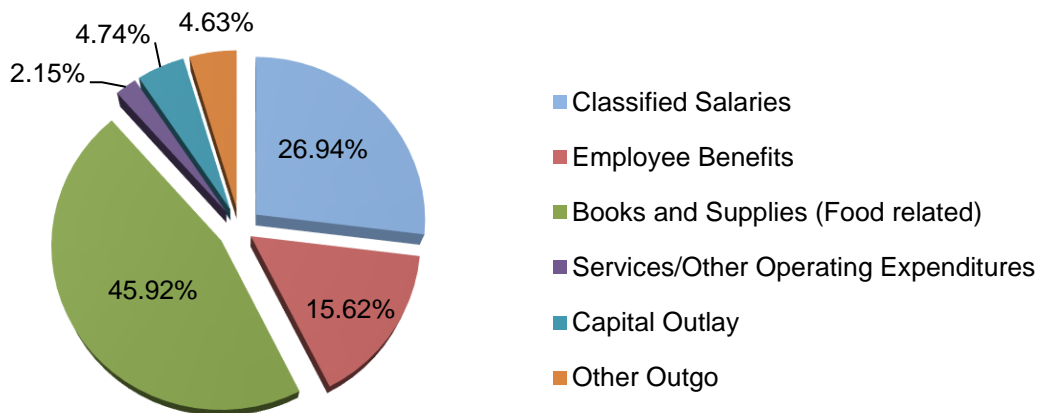
# Cafeteria Special Revenue Fund (13)



The Cafeteria Special Revenue Fund is a special reserve fund for the operation and improvement of food service programs. The largest revenues come from Federal reimbursement process (89.37%). Total projected revenue is \$39.2 million.



The Cafeteria Special Revenue Fund is used to account for financial activities pertinent to food service programs. Books and Supplies (food related) represent the largest expenditures (45.92%). Total projected expenditures are \$46.4 million.



The District relies on Federal revenue to run its daily operations in feeding our students. The District is projected to spend approximately \$7.2 million more than its anticipated revenue by June 30, 2020 (or later) in conformance with the Budget Agreement with the California Department of Education.



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	36,108,800.00	35,065,700.00	-2.9%
3) Other State Revenue		8300-8599	2,348,000.00	2,305,000.00	-1.8%
4) Other Local Revenue		8600-8799	2,732,000.00	1,862,000.00	-31.8%
5) TOTAL, REVENUES			41,188,800.00	39,232,700.00	-4.7%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	11,927,427.50	12,512,660.00	4.9%
3) Employee Benefits		3000-3999	6,341,038.21	7,255,370.00	14.4%
4) Books and Supplies		4000-4999	21,837,645.92	21,327,600.00	-2.3%
5) Services and Other Operating Expenditures		5000-5999	851,750.00	993,700.00	16.7%
6) Capital Outlay		6000-6999	1,369,489.02	2,200,000.00	60.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	2,215,820.32	2,152,157.70	-2.9%
9) TOTAL, EXPENDITURES			44,543,170.97	46,441,487.70	4.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(3,354,370.97)	(7,208,787.70)	114.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	17,398.54	6,000.00	-65.5%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			17,398.54	6,000.00	-65.5%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,336,972.43)	(7,202,787.70)	115.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,003,537.28	17,666,564.85	-15.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,003,537.28	17,666,564.85	-15.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,003,537.28	17,666,564.85	-15.9%
2) Ending Balance, June 30 (E + F1e)			17,666,564.85	10,463,777.15	-40.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			17,666,564.85	10,463,777.15	-40.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	33,543,500.00	32,600,700.00	-2.8%
Donated Food Commodities		8221	2,565,300.00	2,465,000.00	-3.9%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>36,108,800.00</b>	<b>35,065,700.00</b>	<b>-2.9%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	2,348,000.00	2,305,000.00	-1.8%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,348,000.00</b>	<b>2,305,000.00</b>	<b>-1.8%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	20,000.00	20,000.00	0.0%
Food Service Sales		8634	792,000.00	742,000.00	-6.3%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	410,000.00	400,000.00	-2.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,510,000.00	700,000.00	-53.6%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,732,000.00</b>	<b>1,862,000.00</b>	<b>-31.8%</b>
<b>TOTAL, REVENUES</b>			<b>41,188,800.00</b>	<b>39,232,700.00</b>	<b>-4.7%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	9,844,956.29	10,287,040.00	4.5%
Classified Supervisors' and Administrators' Salaries		2300	2,082,271.21	2,221,620.00	6.7%
Clerical, Technical and Office Salaries		2400	200.00	4,000.00	1900.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>11,927,427.50</b>	<b>12,512,660.00</b>	<b>4.9%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	1,857,750.00	2,150,050.00	15.7%
OASDI/Medicare/Alternative		3301-3302	810,918.79	900,840.00	11.1%
Health and Welfare Benefits		3401-3402	3,207,370.00	3,537,400.00	10.3%
Unemployment Insurance		3501-3502	5,982.97	6,380.00	6.6%
Workers' Compensation		3601-3602	55,396.45	171,830.00	210.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	403,620.00	488,870.00	21.1%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>6,341,038.21</b>	<b>7,255,370.00</b>	<b>14.4%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	685,000.00	500,000.00	-27.0%
Noncapitalized Equipment		4400	202,295.92	300,000.00	48.3%
Food		4700	20,950,350.00	20,527,600.00	-2.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>21,837,645.92</b>	<b>21,327,600.00</b>	<b>-2.3%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	55,000.00	New
Travel and Conferences		5200	4,000.00	7,000.00	75.0%
Dues and Memberships		5300	3,000.00	3,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	218,700.00	255,000.00	16.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	490,000.00	500,000.00	2.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	26,000.00	25,700.00	-1.2%
Professional/Consulting Services and Operating Expenditures		5800	109,900.00	147,800.00	34.5%
Communications		5900	150.00	200.00	33.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			851,750.00	993,700.00	16.7%
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	1,059,489.02	0.00	-100.0%
Equipment		6400	310,000.00	2,200,000.00	609.7%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,369,489.02	2,200,000.00	60.6%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	2,215,820.32	2,152,157.70	-2.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			2,215,820.32	2,152,157.70	-2.9%
TOTAL, EXPENDITURES			44,543,170.97	46,441,487.70	4.3%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	4,071.90	6,000.00	47.4%
Other Authorized Interfund Transfers In		8919	13,326.64	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			17,398.54	6,000.00	-65.5%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			17,398.54	6,000.00	-65.5%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	36,108,800.00	35,065,700.00	-2.9%
3) Other State Revenue		8300-8599	2,348,000.00	2,305,000.00	-1.8%
4) Other Local Revenue		8600-8799	2,732,000.00	1,862,000.00	-31.8%
5) TOTAL, REVENUES			41,188,800.00	39,232,700.00	-4.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		40,830,600.42	43,836,380.00	7.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		216,240.00	197,850.00	-8.5%
7) General Administration	7000-7999		2,215,820.32	2,152,157.70	-2.9%
8) Plant Services	8000-8999		1,280,510.23	255,100.00	-80.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			44,543,170.97	46,441,487.70	4.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(3,354,370.97)	(7,208,787.70)	114.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	17,398.54	6,000.00	-65.5%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			17,398.54	6,000.00	-65.5%



Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,336,972.43)	(7,202,787.70)	115.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,003,537.28	17,666,564.85	-15.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,003,537.28	17,666,564.85	-15.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,003,537.28	17,666,564.85	-15.9%
2) Ending Balance, June 30 (E + F1e)			17,666,564.85	10,463,777.15	-40.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			17,666,564.85	10,463,777.15	-40.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	17,639,678.83	10,436,891.13
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	26,886.01	26,886.01
5370	Child Nutrition: Fresh Fruit and Vegetable Program	0.01	0.01
Total, Restricted Balance		<u>17,666,564.85</u>	<u>10,463,777.15</u>

# Deferred Maintenance Fund

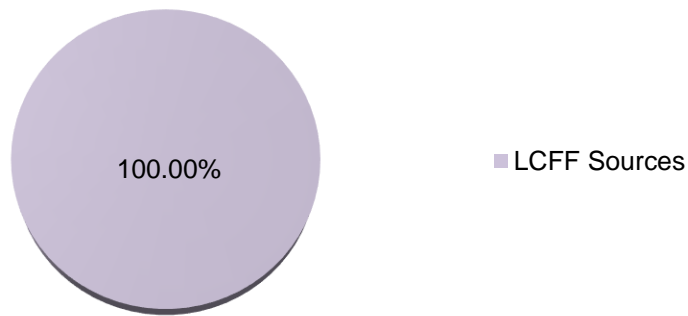


*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

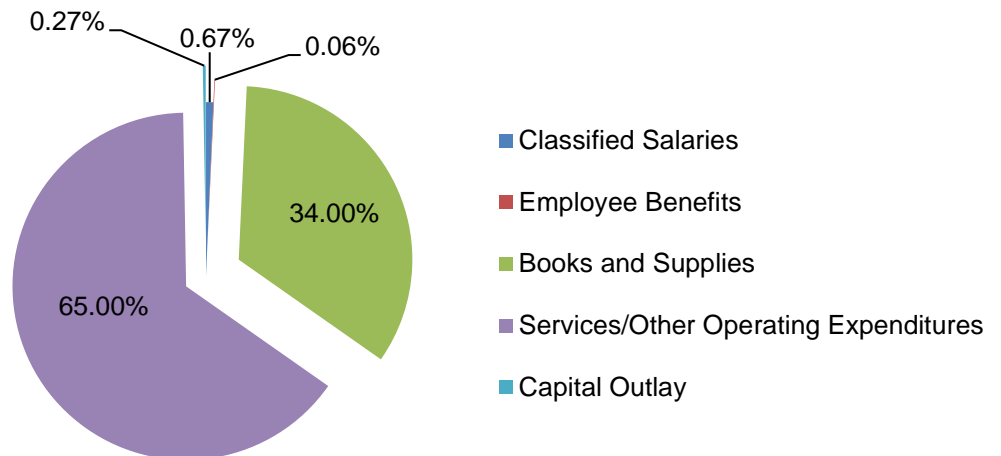
# Deferred Maintenance Fund (14)



The Deferred Maintenance Fund is a special reserve fund established to account for facility maintenance purposes. The Deferred Maintenance Program is now part of the District's Local Control Funding Formula (LCFF). However, the District maintains the fund as restricted for historical data tracking purposes. The State revenue of \$4.0 million was transferred to the Deferred Maintenance Fund by means of a LCFF Sources transfer.



The Deferred Maintenance Fund is used to account for major repairs or replacement of the District's property. Services/Other Operating Expenditures represent the largest expenditure (65.00%). Total projected expenditures are \$4.4 million.



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	7,360,000.00	4,000,000.00	-45.7%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	110,026.00	40,000.00	-63.6%
5) TOTAL, REVENUES			7,470,026.00	4,040,000.00	-45.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	503,908.00	30,000.00	-94.0%
3) Employee Benefits		3000-3999	249,212.00	2,718.00	-98.9%
4) Books and Supplies		4000-4999	1,112,554.00	1,512,000.00	35.9%
5) Services and Other Operating Expenditures		5000-5999	2,112,326.80	2,890,282.00	36.8%
6) Capital Outlay		6000-6999	1,791,248.20	12,000.00	-99.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,769,249.00	4,447,000.00	-22.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>					
			1,700,777.00	(407,000.00)	-123.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	13,326.64	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(13,326.64)	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,687,450.36	(407,000.00)	-124.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,100,051.03	6,787,501.39	33.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,100,051.03	6,787,501.39	33.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,100,051.03	6,787,501.39	33.1%
2) Ending Balance, June 30 (E + F1e)			6,787,501.39	6,380,501.39	-6.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	6,787,501.39	6,380,501.39	-6.0%
Maintenance Projects	0000	9780		6,380,501.39	
Maintenance Projects	0000	9780	6,787,501.39		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	7,360,000.00	4,000,000.00	-45.7%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			7,360,000.00	4,000,000.00	-45.7%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	110,000.00	40,000.00	-63.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	26.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			110,026.00	40,000.00	-63.6%
TOTAL, REVENUES			7,470,026.00	4,040,000.00	-45.9%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	503,908.00	30,000.00	-94.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			503,908.00	30,000.00	-94.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	84,584.00	0.00	-100.0%
OASDI/Medicare/Alternative		3301-3302	37,912.00	2,295.00	-93.9%
Health and Welfare Benefits		3401-3402	103,976.00	0.00	-100.0%
Unemployment Insurance		3501-3502	249.00	15.00	-94.0%
Workers' Compensation		3601-3602	2,581.00	408.00	-84.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	19,910.00	0.00	-100.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			249,212.00	2,718.00	-98.9%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,014,854.00	1,422,000.00	40.1%
Noncapitalized Equipment		4400	97,700.00	90,000.00	-7.9%
TOTAL, BOOKS AND SUPPLIES			1,112,554.00	1,512,000.00	35.9%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,092,866.80	2,879,922.00	37.6%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	19,460.00	10,360.00	-46.8%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>2,112,326.80</b>	<b>2,890,282.00</b>	<b>36.8%</b>
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	824,261.20	0.00	-100.0%
Buildings and Improvements of Buildings		6200	966,987.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	12,000.00	New
<b>TOTAL, CAPITAL OUTLAY</b>			<b>1,791,248.20</b>	<b>12,000.00</b>	<b>-99.3%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>5,769,249.00</b>	<b>4,447,000.00</b>	<b>-22.9%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	13,326.64	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			13,326.64	0.00	-100.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(13,326.64)	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	7,360,000.00	4,000,000.00	-45.7%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	110,026.00	40,000.00	-63.6%
5) TOTAL, REVENUES			7,470,026.00	4,040,000.00	-45.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		5,769,249.00	4,447,000.00	-22.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,769,249.00	4,447,000.00	-22.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			1,700,777.00	(407,000.00)	-123.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	13,326.64	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(13,326.64)	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,687,450.36	(407,000.00)	-124.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	5,100,051.03	6,787,501.39	33.1%
b) Audit Adjustments			0.00	0.00	0.0%
		9793			
c) As of July 1 - Audited (F1a + F1b)			5,100,051.03	6,787,501.39	33.1%
d) Other Restatements			0.00	0.00	0.0%
		9795			
e) Adjusted Beginning Balance (F1c + F1d)			5,100,051.03	6,787,501.39	33.1%
2) Ending Balance, June 30 (E + F1e)			6,787,501.39	6,380,501.39	-6.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash			0.00	0.00	0.0%
		9711			
Stores			0.00	0.00	0.0%
		9712			
Prepaid Items			0.00	0.00	0.0%
		9713			
All Others			0.00	0.00	0.0%
		9719			
b) Restricted			0.00	0.00	0.0%
		9740			
c) Committed					
Stabilization Arrangements			0.00	0.00	0.0%
		9750			
Other Commitments (by Resource/Object)			0.00	0.00	0.0%
		9760			
d) Assigned					
Other Assignments (by Resource/Object)			6,787,501.39	6,380,501.39	-6.0%
		9780			
Maintenance Projects				6,380,501.39	
	0000	9780			
Maintenance Projects			6,787,501.39		
	0000	9780			
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties			0.00	0.00	0.0%
		9789			
Unassigned/Unappropriated Amount			0.00	0.00	0.0%
		9790			

# Special Reserve Fund for Other than Capital Outlay Projects



*Artwork created by a Santa Ana Unified School District student from Santiago Elementary School.*

# **Special Reserve Fund for Other Than Capital Outlay Projects (17)**



The Special Reserve Fund for Other Than Capital Outlay Projects is a special reserve fund established to provide for the accumulation of general fund monies for general operating purposes other than for capital outlay.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	237.60	0.00	-100.0%
5) TOTAL, REVENUES			237.60	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			237.60	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	237.61	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(237.61)	0.00	-100.0%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(0.01)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.01	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.01	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.01	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.51	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	237.09	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			237.60	0.00	-100.0%
TOTAL, REVENUES			237.60	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	237.61	0.00	-100.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			237.61	0.00	-100.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(237.61)	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	237.60	0.00	-100.0%
5) TOTAL, REVENUES			237.60	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			237.60	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	237.61	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(237.61)	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(0.01)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.01	0.00	-100.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.01	0.00	-100.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.01	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

# Special Reserve Fund for Postemployment Benefits



*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# Special Reserve Fund for Postemployment Benefits (20)



The Special Reserve Fund for Postemployment Benefits may be used pursuant to *Education Code* Section 42840 to account for amounts the district has earmarked for the future cost of postemployment benefits but has not contributed irrevocably to a separate trust for the postemployment benefit plan. Amounts accumulated in this fund must be transferred back to the general fund for expenditure. (*Education Code* Section 42842).

Although this fund is authorized by statute, it does not meet the GAAP definition of a special revenue fund. It functions effectively as an extension of the general fund. For presentation in the audited financial statements, this fund can either be combined with the general fund, or it can be reported separately and the departure from GAAP explained.

The District projects to have an ending fund balance of \$322 thousand in fiscal year 2019-20.



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,316.00	6,000.00	12.9%
5) TOTAL, REVENUES			5,316.00	6,000.00	12.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			5,316.00	6,000.00	12.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			5,316.00	6,000.00	12.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	310,896.87	316,212.87	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			310,896.87	316,212.87	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			310,896.87	316,212.87	1.7%
2) Ending Balance, June 30 (E + F1e)			316,212.87	322,212.87	1.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	316,212.87	322,212.87	1.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	5,316.00	6,000.00	12.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			5,316.00	6,000.00	12.9%
<b>TOTAL, REVENUES</b>			5,316.00	6,000.00	12.9%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,316.00	6,000.00	12.9%
5) TOTAL, REVENUES			5,316.00	6,000.00	12.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			5,316.00	6,000.00	12.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			5,316.00	6,000.00	12.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	310,896.87	316,212.87	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			310,896.87	316,212.87	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			310,896.87	316,212.87	1.7%
2) Ending Balance, June 30 (E + F1e)			316,212.87	322,212.87	1.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	316,212.87	322,212.87	1.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

# Building Fund



*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*



# Building Fund (21)

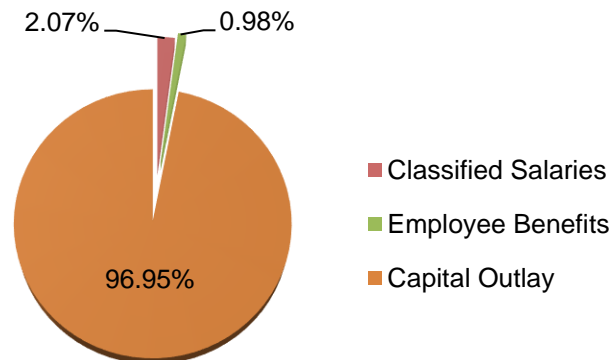


The Building Fund is a capital project fund established to account primarily for proceeds from the sale of bonds. The Building Fund is used for the acquisition or construction of major capital facilities.

On July 16, 2018 the SAUSD Board of Education voted to place Measure I, a \$232 million school improvement bond measure, on the November 6, 2018 ballot. Measure I would cost approximately \$24 per \$100,000 of assessed (not market) value annually, or about \$5.25 per month for the typical homeowner. The November election resulted in 70.65% of the voters approving the issuance of the Measure I Bond. Measure I would provide locally-controlled funding to repair and improve Santa Ana schools. A citizens' oversight committee, detailed project list, and annual audits would be required. The approval of Measure I makes SAUSD eligible for \$62 million in matching funds from the State. The District received the first issuance of Measure I Bond Series A of \$59.5 million in May 2019.

On December 11, 2018 the SAUSD Board of Education approved the Measure I projects spending plan. Below is a list of projects that are budgeted and scheduled for implementation in 2019-20:

Type of project	Location	Budget amount
P2P	Carver elementary school	\$1.00 million
	Muir elementary school	\$0.76 million
Modernization	Carver elementary school	\$1.60 million
	Century high school	\$5.93 million
	Santa Ana high school	\$6.30 million
Sports Complex	Saddleback high school	\$1.00 million
Auditorium Renovation	Valley high school	\$1.36 million



The projected fund balance of \$41.5 million is reserved for the remaining Measure I projects.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,364.95	600,000.00	7072.8%
5) TOTAL, REVENUES			8,364.95	600,000.00	7072.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	85,241.00	382,821.00	349.1%
3) Employee Benefits		3000-3999	34,831.00	181,104.00	420.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	17,891.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	17,926,004.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			137,963.00	18,489,929.00	13302.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(129,598.05)	(17,889,929.00)	13704.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	59,503,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			59,503,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			59,373,401.95	(17,889,929.00)	-130.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	59,373,401.95	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	59,373,401.95	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	59,373,401.95	New
2) Ending Balance, June 30 (E + F1e)			59,373,401.95	41,483,472.95	-30.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			59,373,252.83	41,483,323.83	-30.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	149.12	149.12	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	8,216.95	600,000.00	7202.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	148.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			8,364.95	600,000.00	7072.8%
<b>TOTAL, REVENUES</b>			8,364.95	600,000.00	7072.8%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	75,078.00	327,807.00	336.6%
Clerical, Technical and Office Salaries		2400	10,163.00	55,014.00	441.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>85,241.00</b>	<b>382,821.00</b>	<b>349.1%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	15,212.00	79,245.00	420.9%
OASDI/Medicare/Alternative		3301-3302	6,446.00	29,259.00	353.9%
Health and Welfare Benefits		3401-3402	9,335.00	50,542.00	441.4%
Unemployment Insurance		3501-3502	42.00	194.00	361.9%
Workers' Compensation		3601-3602	307.00	5,209.00	1596.7%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	3,489.00	16,655.00	377.4%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>34,831.00</b>	<b>181,104.00</b>	<b>420.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	17,891.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			17,891.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	17,926,004.00	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	17,926,004.00	New
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			137,963.00	18,489,929.00	13302.1%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	59,503,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			59,503,000.00	0.00	-100.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			59,503,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,364.95	600,000.00	7072.8%
5) TOTAL, REVENUES			8,364.95	600,000.00	7072.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		137,963.00	18,489,929.00	13302.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			137,963.00	18,489,929.00	13302.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(129,598.05)	(17,889,929.00)	13704.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	59,503,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			59,503,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			59,373,401.95	(17,889,929.00)	-130.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	59,373,401.95	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	59,373,401.95	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	59,373,401.95	New
2) Ending Balance, June 30 (E + F1e)			59,373,401.95	41,483,472.95	-30.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			59,373,252.83	41,483,323.83	-30.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	149.12	149.12	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
9010	Other Restricted Local	59,373,252.83	41,483,323.83
Total, Restricted Balance		<u>59,373,252.83</u>	<u>41,483,323.83</u>

# Capital Facilities Fund



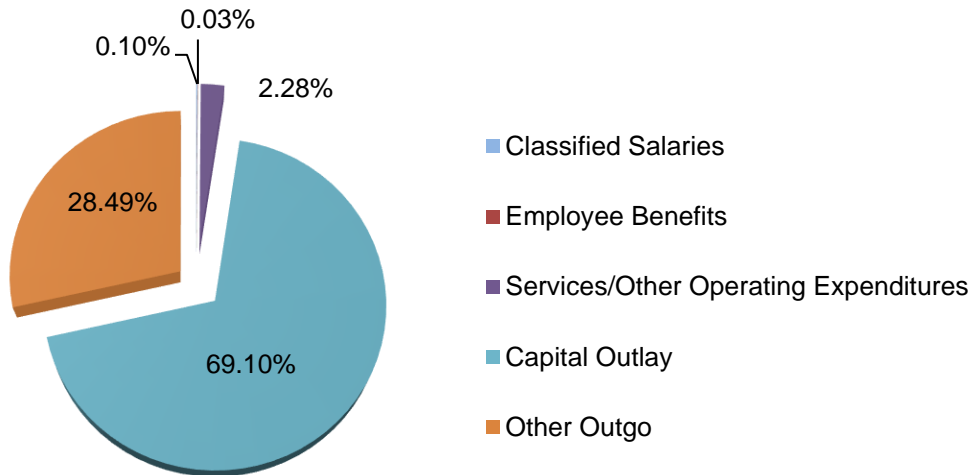
*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# Capital Facilities Fund (25)



The Capital Facilities Fund is a capital project fund established to account primarily for monies received from fees levied on developers or other agencies as a condition of approving development. The projected revenue is \$6.8 million.

The Capital Facilities Fund is used for the acquisition or construction of major capital facilities related to growth. The projected expenditures are \$5.5 million.



There is a projected fund balance of \$19.12 million that is reserved for legally restricted projects (\$9.78 million), developer fees (\$8.78 million), City of Santa Ana Redevelopment (\$0.50 million), Walker/Roosevelt Joint Use (\$0.01 million), and Valley P2P (\$0.05 million).

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	9,019,367.02	6,804,587.05	-24.6%
5) TOTAL, REVENUES			9,019,367.02	6,804,587.05	-24.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	5,275.00	5,275.00	0.0%
3) Employee Benefits		3000-3999	932.00	1,571.00	68.6%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	253,114.59	125,000.00	-50.6%
6) Capital Outlay		6000-6999	13,791,167.76	3,775,925.00	-72.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			14,050,489.35	3,907,771.00	-72.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(5,031,122.33)	2,896,816.05	-157.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,358,682.85	1,556,701.53	14.6%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,358,682.85)	(1,556,701.53)	14.6%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(6,389,805.18)	1,340,114.52	-121.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	24,166,108.08	17,776,302.90	-26.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,166,108.08	17,776,302.90	-26.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,166,108.08	17,776,302.90	-26.4%
2) Ending Balance, June 30 (E + F1e)			17,776,302.90	19,116,417.42	7.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			9,046,529.95	9,777,754.42	8.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments			8,729,772.95	9,338,663.00	7.0%
Developer Fees	0000	9780		8,784,716.86	
City of Santa Ana Redevelopment	0000	9780		500,531.15	
Walker/Roosevelt Joint Use	0000	9780		1,512.12	
Valley P2P	0000	9780		51,902.87	
Developer Fees	0000	9780	6,405,555.81		
City of Santa Ana Redevelopment	0000	9780	2,265,802.15		
Walker/Roosevelt Joint Use	0000	9780	1,512.12		
Valley P2P	0000	9780	56,902.87		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	3,925,574.00	4,350,426.00	10.8%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest		8660	400,000.00	350,000.00	-12.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	46.00	0.00	-100.0%
Fees and Contracts Mitigation/Developer Fees					
		8681	4,550,000.00	2,000,000.00	-56.0%
Other Local Revenue All Other Local Revenue					
		8699	143,747.02	104,161.05	-27.5%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			9,019,367.02	6,804,587.05	-24.6%
<b>TOTAL, REVENUES</b>			9,019,367.02	6,804,587.05	-24.6%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	5,275.00	5,275.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			5,275.00	5,275.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	501.00	1,092.00	118.0%
OASDI/Medicare/Alternative		3301-3302	403.00	404.00	0.2%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	3.00	3.00	0.0%
Workers' Compensation		3601-3602	25.00	72.00	188.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			932.00	1,571.00	68.6%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	8,598.59	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	580.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	243,936.00	125,000.00	-48.8%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>253,114.59</b>	<b>125,000.00</b>	<b>-50.6%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	8,016,609.45	4,000.00	-100.0%
Land Improvements		6170	97,665.00	85,000.00	-13.0%
Buildings and Improvements of Buildings		6200	5,676,893.31	3,686,925.00	-35.1%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>13,791,167.76</b>	<b>3,775,925.00</b>	<b>-72.6%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>14,050,489.35</b>	<b>3,907,771.00</b>	<b>-72.2%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,358,682.85	1,556,701.53	14.6%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,358,682.85	1,556,701.53	14.6%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,358,682.85)	(1,556,701.53)	14.6%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	9,019,367.02	6,804,587.05	-24.6%
5) TOTAL, REVENUES			9,019,367.02	6,804,587.05	-24.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		139,364.00	75,000.00	-46.2%
8) Plant Services	8000-8999		13,911,125.35	3,832,771.00	-72.4%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			14,050,489.35	3,907,771.00	-72.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(5,031,122.33)	2,896,816.05	-157.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,358,682.85	1,556,701.53	14.6%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,358,682.85)	(1,556,701.53)	14.6%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(6,389,805.18)	1,340,114.52	-121.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	24,166,108.08	17,776,302.90	-26.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,166,108.08	17,776,302.90	-26.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,166,108.08	17,776,302.90	-26.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	8,729,772.95	9,338,663.00	7.0%
Developer Fees	0000	9780		8,784,716.86	
City of Santa Ana Redevelopment	0000	9780		500,531.15	
Walker/Roosevelt Joint Use	0000	9780		1,512.12	
Valley P2P	0000	9780		51,902.87	
Developer Fees	0000	9780	6,405,555.81		
City of Santa Ana Redevelopment	0000	9780	2,265,802.15		
Walker/Roosevelt Joint Use	0000	9780	1,512.12		
Valley P2P	0000	9780	56,902.87		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
9010	Other Restricted Local	9,046,529.95	9,777,754.42
Total, Restricted Balance		<u>9,046,529.95</u>	<u>9,777,754.42</u>



# County School Facilities Fund



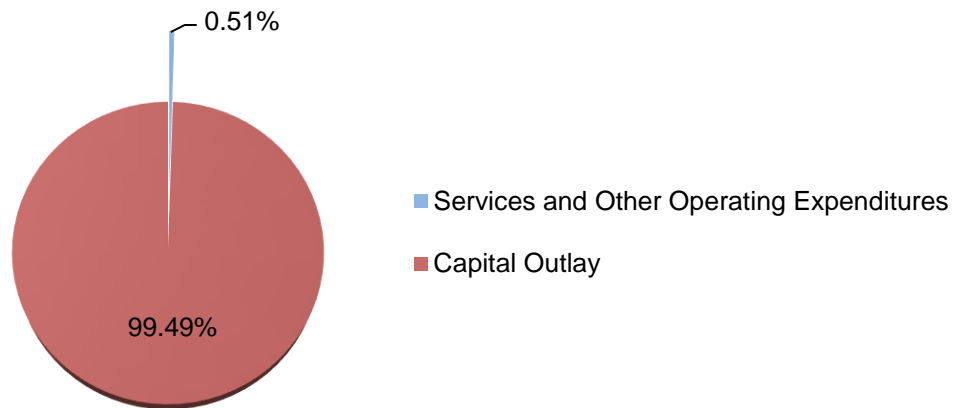
*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# County School Facilities Fund (35)



The County School Facilities Fund is a capital project fund established to account primarily for State apportionments received for school facility construction and modernization projects. Currently there are no more revenues coming in to the District except for the interest revenue. Of the projected expenditures of \$11.4 million,

- \$57 thousand is for construction projects at Muir Fundamental Elementary;
- \$10.2 million is allocated for P2P and modernization projects at Carver Elementary;
- \$1.1 million is budgeted for modernization at Mitchell Child Development Center;
- \$18 thousand is budgeted for interest and costs.



The projected fund balance of approximately \$16.3 million is reserved for future legally restricted projects.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	556,204.68	550,000.00	-1.1%
5) TOTAL, REVENUES			556,204.68	550,000.00	-1.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	45,000.00	58,000.00	28.9%
6) Capital Outlay		6000-6999	3,162,099.42	11,327,000.00	258.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,207,099.42	11,385,000.00	255.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(2,650,894.74)	(10,835,000.00)	308.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,650,894.74)	(10,835,000.00)	308.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	29,789,931.57	27,139,036.83	-8.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			29,789,931.57	27,139,036.83	-8.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			29,789,931.57	27,139,036.83	-8.9%
2) Ending Balance, June 30 (E + F1e)			27,139,036.83	16,304,036.83	-39.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			27,138,950.07	16,303,950.07	-39.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	86.76	86.76	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	550,000.00	550,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	86.76	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	6,117.92	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			556,204.68	550,000.00	-1.1%
<b>TOTAL, REVENUES</b>			556,204.68	550,000.00	-1.1%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	45,000.00	58,000.00	28.9%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>45,000.00</b>	<b>58,000.00</b>	<b>28.9%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	8,701.00	0.00	-100.0%
Land Improvements		6170	380.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	3,153,018.42	11,327,000.00	259.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>3,162,099.42</b>	<b>11,327,000.00</b>	<b>258.2%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>3,207,099.42</b>	<b>11,385,000.00</b>	<b>255.0%</b>



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	556,204.68	550,000.00	-1.1%
5) TOTAL, REVENUES			556,204.68	550,000.00	-1.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		3,207,099.42	11,385,000.00	255.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,207,099.42	11,385,000.00	255.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(2,650,894.74)	(10,835,000.00)	308.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,650,894.74)	(10,835,000.00)	308.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	29,789,931.57	27,139,036.83	-8.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			29,789,931.57	27,139,036.83	-8.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			29,789,931.57	27,139,036.83	-8.9%
2) Ending Balance, June 30 (E + F1e)			27,139,036.83	16,304,036.83	-39.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			27,138,950.07	16,303,950.07	-39.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	86.76	86.76	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
7710	State School Facilities Projects	27,138,950.07	16,303,950.07
Total, Restricted Balance		<u>27,138,950.07</u>	<u>16,303,950.07</u>

Special Reserve Fund for  
Capital Outlay Projects



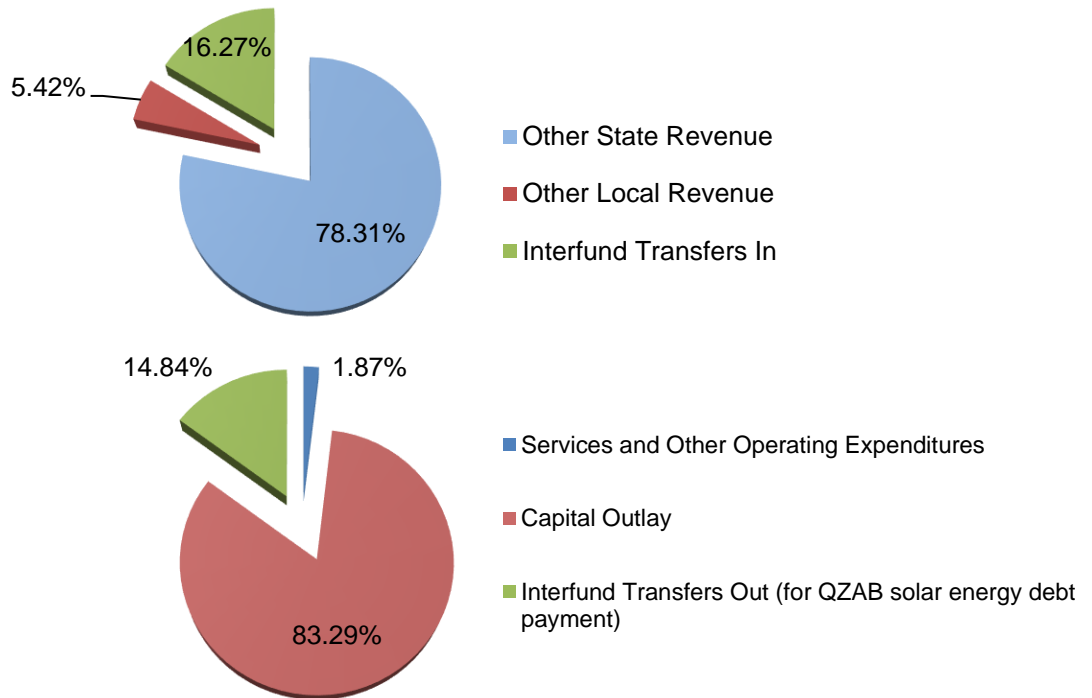
*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# Special Reserve Fund for Capital Outlay Projects (40)



The Special Reserve Fund for Capital Outlay Projects is a capital project fund established to account primarily for capital outlay purposes. The following funds are utilized for construction projects at various sites as shown in the chart below:

Funding Source	Funded Projects
Special Reserve Fund	\$63 thousand is for Facilities Consulting Contracts.
QZAB Solar	\$1.44 million is allocated to service QZAB Solar debt; and \$75 thousand is budgeted for a contract with SunPower.
California Solar Initiative Rebate	\$0.98 million is allocated to fund architectural services at Washington, Garfield, Carver, and King elementary schools.
Emergency Repair Program	\$45 thousand is for Facilities consultant contract; \$1.3 million is allocated to fund architectural services for a District-wide project and various projects at Pio Pico, Santa Ana, Villa, Century and Walker schools; and \$725 thousand is for a construction contract at Valley HS.
Kitchen Remodeling	\$15 thousand is for a construction contract at Santa Ana HS; \$50 thousand is to fund District-wide architectural services; and \$630 thousand is budgeted for construction management fees at Saddleback High School.



The projected fund balance of \$7.9 million is reserved for future capital outlay projects (\$1.8 million), QZAB Solar Energy debt payments (\$3.1 million), California Solar Initiative projects (\$2.8 million), and Other Restricted Local Projects (\$0.2 million).

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,994,702.82	6,500,000.00	-27.7%
4) Other Local Revenue		8600-8799	1,189,842.28	450,000.00	-62.2%
5) TOTAL, REVENUES			10,184,545.10	6,950,000.00	-31.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	96,138.73	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	493,295.47	183,000.00	-62.9%
6) Capital Outlay		6000-6999	12,616,442.79	8,130,500.00	-35.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			13,205,876.99	8,313,500.00	-37.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(3,021,331.89)	(1,363,500.00)	-54.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,272,402.00	1,350,005.90	6.1%
b) Transfers Out		7600-7629	1,443,189.00	1,448,705.00	0.4%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(170,787.00)	(98,699.10)	-42.2%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,192,118.89)	(1,462,199.10)	-54.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,533,208.07	9,341,089.18	-25.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,533,208.07	9,341,089.18	-25.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,533,208.07	9,341,089.18	-25.5%
2) Ending Balance, June 30 (E + F1e)			9,341,089.18	7,878,890.08	-15.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			909,932.83	214,432.83	-76.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments			8,431,156.35	7,664,457.25	-9.1%
Future capital projects	0000	9780		1,760,544.16	
QZAB Solar Energy	0000	9780		3,062,446.52	
California Solar Initiative	0000	9780		2,841,466.57	
Future capital projects	0000	9780	1,373,544.16		
QZAB Solar Energy	0000	9780	3,236,145.62		
California Solar Initiative	0000	9780	3,821,466.57		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	8,994,702.82	6,500,000.00	-27.7%
<b>TOTAL, OTHER STATE REVENUE</b>			8,994,702.82	6,500,000.00	-27.7%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	445,000.00	450,000.00	1.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	115.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	744,727.28	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			1,189,842.28	450,000.00	-62.2%
<b>TOTAL, REVENUES</b>			10,184,545.10	6,950,000.00	-31.8%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	6,524.73	0.00	-100.0%
Noncapitalized Equipment		4400	89,614.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			96,138.73	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	166,321.00	75,000.00	-54.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,501.47	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	325,473.00	108,000.00	-66.8%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>493,295.47</b>	<b>183,000.00</b>	<b>-62.9%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	38,920.00	13,000.00	-66.6%
Land Improvements		6170	216,218.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	12,352,415.41	8,117,500.00	-34.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	8,889.38	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>12,616,442.79</b>	<b>8,130,500.00</b>	<b>-35.6%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>13,205,876.99</b>	<b>8,313,500.00</b>	<b>-37.0%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	1,272,402.00	1,350,005.90	6.1%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,272,402.00	1,350,005.90	6.1%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,443,189.00	1,448,705.00	0.4%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,443,189.00	1,448,705.00	0.4%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(170,787.00)	(98,699.10)	-42.2%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,994,702.82	6,500,000.00	-27.7%
4) Other Local Revenue		8600-8799	1,189,842.28	450,000.00	-62.2%
5) TOTAL, REVENUES			10,184,545.10	6,950,000.00	-31.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		13,205,876.99	8,313,500.00	-37.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			13,205,876.99	8,313,500.00	-37.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(3,021,331.89)	(1,363,500.00)	-54.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,272,402.00	1,350,005.90	6.1%
b) Transfers Out		7600-7629	1,443,189.00	1,448,705.00	0.4%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(170,787.00)	(98,699.10)	-42.2%



Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,192,118.89)	(1,462,199.10)	-54.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,533,208.07	9,341,089.18	-25.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,533,208.07	9,341,089.18	-25.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,533,208.07	9,341,089.18	-25.5%
2) Ending Balance, June 30 (E + F1e)			9,341,089.18	7,878,890.08	-15.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			909,932.83	214,432.83	-76.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	8,431,156.35	7,664,457.25	-9.1%
Future capital projects	0000	9780		1,760,544.16	
QZAB Solar Energy	0000	9780		3,062,446.52	
California Solar Initiative	0000	9780		2,841,466.57	
Future capital projects	0000	9780	1,373,544.16		
QZAB Solar Energy	0000	9780	3,236,145.62		
California Solar Initiative	0000	9780	3,821,466.57		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
9010	Other Restricted Local	909,932.83	214,432.83
Total, Restricted Balance		<u>909,932.83</u>	<u>214,432.83</u>

Capital Project Fund for  
Blended Component Units



*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# **Capital Project Fund for Blended Component Units (49)**



The Capital Project Fund for Blended Component Units is a capital project fund established to account for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered blended component units of the District.

The projected fund balance of \$414 thousand is reserved for future facility projects.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	10,015.72	8,000.00	-20.1%
5) TOTAL, REVENUES			10,015.72	8,000.00	-20.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	70,632.00	88,180.00	24.8%
3) Employee Benefits		3000-3999	32,593.00	44,123.00	35.4%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,723.00	4,600.00	-31.6%
6) Capital Outlay		6000-6999	7,981.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			117,929.00	136,903.00	16.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(107,913.28)	(128,903.00)	19.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(107,913.28)	(128,903.00)	19.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	650,797.54	542,884.26	-16.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			650,797.54	542,884.26	-16.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			650,797.54	542,884.26	-16.6%
2) Ending Balance, June 30 (E + F1e)			542,884.26	413,981.26	-23.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			541,172.05	412,269.05	-23.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,712.21	1,712.21	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	10,000.00	8,000.00	-20.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	15.72	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			10,015.72	8,000.00	-20.1%
<b>TOTAL, REVENUES</b>			10,015.72	8,000.00	-20.1%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	70,632.00	88,180.00	24.8%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			70,632.00	88,180.00	24.8%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	12,758.00	18,254.00	43.1%
OASDI/Medicare/Alternative		3301-3302	5,405.00	6,747.00	24.8%
Health and Welfare Benefits		3401-3402	11,059.00	14,041.00	27.0%
Unemployment Insurance		3501-3502	36.00	45.00	25.0%
Workers' Compensation		3601-3602	263.00	1,200.00	356.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	3,072.00	3,836.00	24.9%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			32,593.00	44,123.00	35.4%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	6,723.00	4,600.00	-31.6%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			6,723.00	4,600.00	-31.6%
<b>CAPITAL OUTLAY</b>					
Land		6100	2,981.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,000.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			7,981.00	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			117,929.00	136,903.00	16.1%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	10,015.72	8,000.00	-20.1%
5) TOTAL, REVENUES			10,015.72	8,000.00	-20.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		114,929.00	134,903.00	17.4%
9) Other Outgo	9000-9999	Except 7600-7699	3,000.00	2,000.00	-33.3%
10) TOTAL, EXPENDITURES			117,929.00	136,903.00	16.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(107,913.28)	(128,903.00)	19.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(107,913.28)	(128,903.00)	19.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	650,797.54	542,884.26	-16.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			650,797.54	542,884.26	-16.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			650,797.54	542,884.26	-16.6%
2) Ending Balance, June 30 (E + F1e)			542,884.26	413,981.26	-23.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			541,172.05	412,269.05	-23.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,712.21	1,712.21	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
9010	Other Restricted Local	541,172.05	412,269.05
Total, Restricted Balance		<u>541,172.05</u>	<u>412,269.05</u>

# Bond Interest and Redemption Fund



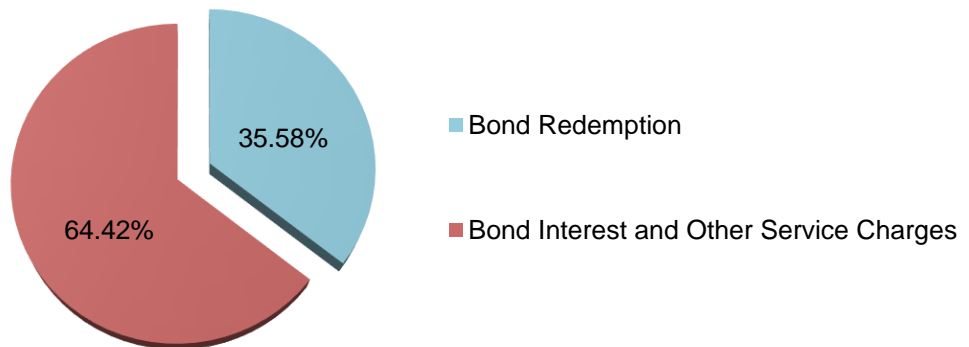
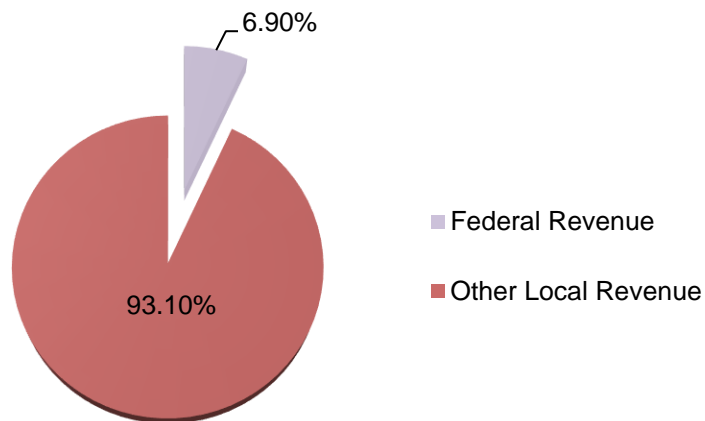
*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*



# Bond Interest and Redemption Fund (51)



The Bond Interest and Redemption Fund is a fund established for the repayment of bonds issued (bond interest, redemption, and related costs). The projected revenue and expenditures are \$20.8 million and \$20.6 million, respectively.



The County Auditor maintains control over the District's Bond Interest and Redemption Fund.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	664,701.00	1,433,066.00	115.6%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,342,477.00	19,342,477.00	0.0%
5) TOTAL, REVENUES			20,007,178.00	20,775,543.00	3.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	20,341,319.00	20,581,283.00	1.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			20,341,319.00	20,581,283.00	1.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(334,141.00)	194,260.00	-158.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(334,141.00)	194,260.00	-158.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	24,611,264.00	24,277,123.00	-1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,611,264.00	24,277,123.00	-1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,611,264.00	24,277,123.00	-1.4%
2) Ending Balance, June 30 (E + F1e)			24,277,123.00	24,471,383.00	0.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			24,277,123.00	24,471,383.00	0.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	664,701.00	1,433,066.00	115.6%
<b>TOTAL, FEDERAL REVENUE</b>			664,701.00	1,433,066.00	115.6%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	18,370,016.00	18,370,016.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	313,573.00	313,573.00	0.0%
Supplemental Taxes		8614	493,627.00	493,627.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	165,261.00	165,261.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			19,342,477.00	19,342,477.00	0.0%
<b>TOTAL, REVENUES</b>			20,007,178.00	20,775,543.00	3.8%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	10,081,316.00	7,322,365.00	-27.4%
Bond Interest and Other Service Charges		7434	10,260,003.00	13,258,918.00	29.2%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>20,341,319.00</b>	<b>20,581,283.00</b>	<b>1.2%</b>
<b>TOTAL, EXPENDITURES</b>			<b>20,341,319.00</b>	<b>20,581,283.00</b>	<b>1.2%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	664,701.00	1,433,066.00	115.6%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,342,477.00	19,342,477.00	0.0%
5) TOTAL, REVENUES			20,007,178.00	20,775,543.00	3.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	20,341,319.00	20,581,283.00	1.2%
10) TOTAL, EXPENDITURES			20,341,319.00	20,581,283.00	1.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(334,141.00)	194,260.00	-158.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(334,141.00)	194,260.00	-158.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	24,611,264.00	24,277,123.00	-1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,611,264.00	24,277,123.00	-1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,611,264.00	24,277,123.00	-1.4%
2) Ending Balance, June 30 (E + F1e)			24,277,123.00	24,471,383.00	0.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			24,277,123.00	24,471,383.00	0.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
9010	Other Restricted Local	24,277,123.00	24,471,383.00
Total, Restricted Balance		<u>24,277,123.00</u>	<u>24,471,383.00</u>

# Debt Service Fund



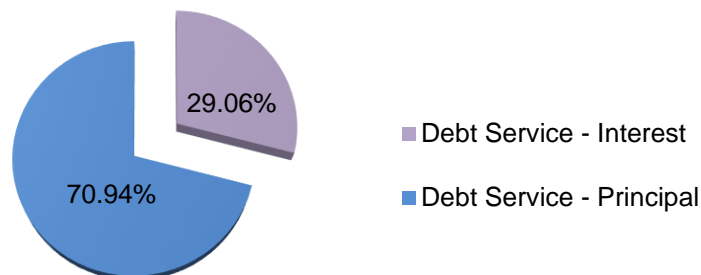
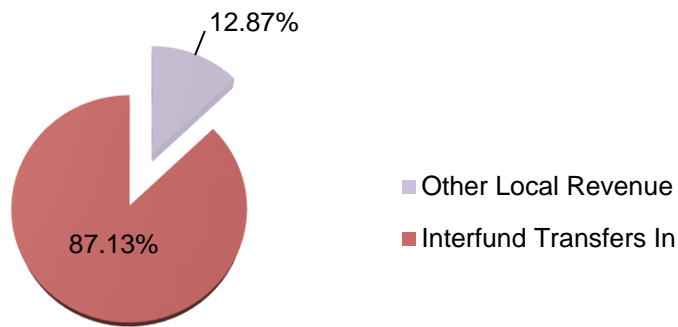
*Artwork created by a Santa Ana Unified School District student from Monte Vista Elementary School.*

# Debt Service Fund (56)



The Debt Service Fund is a fund established for the accumulation of resources and the retirement of principal and interest on general long-term debt. The sources to retire both principal and interest on debt service are as follows:

Funding Source	Debt Service
General Fund	1999 Certificates of Participation for the acquisition, construction of Esqueda and Heroes elementary schools as well as additional school facility projects.  2018 refunding COP to prepay District's outstanding 2007 COP for the acquisition and construction of certain infrastructure improvements as well as to refinance the Energy Savings Project and the 1998 and 1999 Financing Projects
Debt Service Fund (Interest revenue)	2005 Qualified Zone Academy Bond for certain improvements, equipment, and other educational development programs of the District
General Fund/Special Reserve Fund for Capital Outlay Projects	2012 Qualified Zone Academy Bond for Solar Energy
Redevelopment Agency Funds	2016 Lease Purchase Loan for Valley P2P, Mitchell CDC Phase III, and Advanced Learning Academy projects.



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,044,677.01	985,469.00	-5.7%
5) TOTAL, REVENUES			1,044,677.01	985,469.00	-5.7%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	7,434,752.69	7,522,381.93	1.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,434,752.69	7,522,381.93	1.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(6,390,075.68)	(6,536,912.93)	2.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	6,387,877.92	6,672,412.93	4.5%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,387,877.92	6,672,412.93	4.5%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,197.76)	135,500.00	-6265.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,174,361.74	4,172,163.98	-0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,174,361.74	4,172,163.98	-0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,174,361.74	4,172,163.98	-0.1%
2) Ending Balance, June 30 (E + F1e)			4,172,163.98	4,307,663.98	3.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			4,143,743.12	4,271,743.12	3.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	28,420.86	35,920.86	26.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Interest		8660	145,111.01	135,500.00	-6.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	899,566.00	849,969.00	-5.5%
TOTAL, OTHER LOCAL REVENUE			1,044,677.01	985,469.00	-5.7%
TOTAL, REVENUES			1,044,677.01	985,469.00	-5.7%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	2,155,004.70	2,186,252.36	1.5%
Other Debt Service - Principal		7439	5,279,747.99	5,336,129.57	1.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			7,434,752.69	7,522,381.93	1.2%
TOTAL, EXPENDITURES			7,434,752.69	7,522,381.93	1.2%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	6,387,877.92	6,672,412.93	4.5%
(a) TOTAL, INTERFUND TRANSFERS IN			6,387,877.92	6,672,412.93	4.5%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			6,387,877.92	6,672,412.93	4.5%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,044,677.01	985,469.00	-5.7%
5) TOTAL, REVENUES			1,044,677.01	985,469.00	-5.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	7,434,752.69	7,522,381.93	1.2%
10) TOTAL, EXPENDITURES			7,434,752.69	7,522,381.93	1.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(6,390,075.68)	(6,536,912.93)	2.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	6,387,877.92	6,672,412.93	4.5%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,387,877.92	6,672,412.93	4.5%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,197.76)	135,500.00	-6265.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,174,361.74	4,172,163.98	-0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,174,361.74	4,172,163.98	-0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,174,361.74	4,172,163.98	-0.1%
2) Ending Balance, June 30 (E + F1e)			4,172,163.98	4,307,663.98	3.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			4,143,743.12	4,271,743.12	3.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	28,420.86	35,920.86	26.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2018-19 Estimated Actuals</b>	<b>2019-20 Budget</b>
9010	Other Restricted Local	4,143,743.12	4,271,743.12
Total, Restricted Balance		<u>4,143,743.12</u>	<u>4,271,743.12</u>

# Self-Insurance Fund



*Artwork created by a Santa Ana Unified School District student from Hoover Elementary School.*

# Self-Insurance Fund (67)

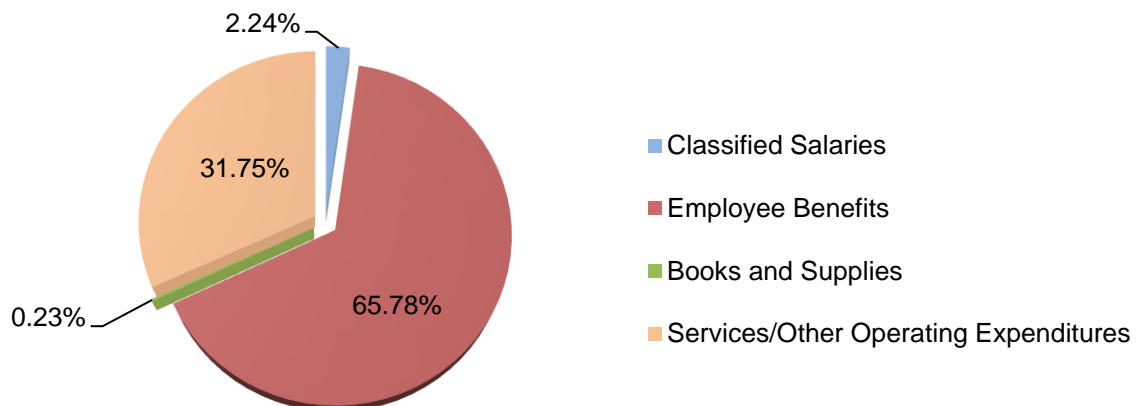


The Self-Insurance Fund is established to separate monies received for self-insurance activities from other operating funds of the District.

Each type of self-insurance activity has its own sub-fund within Fund 67:

- Workers' Compensation (Fund 68)
- Health and Welfare (Fund 69)
- Property Liability (Fund 81)

The Self-Insurance Fund is used for claim payments, estimates of costs relating to incurred-but-not-reported (IBNR) claims, administrative costs, deductible insurance amounts, cost of excess insurance, and other related costs.



The Self-Insurance Fund relies on District's funds, primarily the General Fund (Fund 01) for its operational costs.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	404.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	22,079,907.22	25,642,520.67	16.1%
5) TOTAL, REVENUES			22,080,311.22	25,642,520.67	16.1%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	4,784.29	0.00	-100.0%
2) Classified Salaries		2000-2999	543,560.32	574,311.00	5.7%
3) Employee Benefits		3000-3999	16,091,927.48	16,897,247.04	5.0%
4) Books and Supplies		4000-4999	423,334.13	59,234.00	-86.0%
5) Services and Other Operating Expenses		5000-5999	7,664,491.62	8,149,462.26	6.3%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			24,728,097.84	25,680,254.30	3.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(2,647,786.62)	(37,733.63)	-98.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(2,647,786.62)	(37,733.63)	-98.6%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	24,085,761.94	21,437,975.32	-11.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,085,761.94	21,437,975.32	-11.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			24,085,761.94	21,437,975.32	-11.0%
2) Ending Net Position, June 30 (E + F1e)			21,437,975.32	21,400,241.69	-0.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	21,437,975.32	21,400,241.69	-0.2%



Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30					
(G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
STRS On-Behalf Pension Contributions	7690	8590	404.00	0.00	-100.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			404.00	0.00	-100.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	415,000.00	275,000.00	-33.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	641.63	0.00	-100.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	21,621,167.81	25,367,520.67	17.3%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	43,097.78	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			22,079,907.22	25,642,520.67	16.1%
<b>TOTAL, REVENUES</b>			22,080,311.22	25,642,520.67	16.1%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Pupil Support Salaries		1200	2,937.72	0.00	-100.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,846.57	0.00	-100.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>4,784.29</b>	<b>0.00</b>	<b>-100.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	3,000.00	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	154,127.96	209,190.00	35.7%
Clerical, Technical and Office Salaries		2400	386,082.36	365,121.00	-5.4%
Other Classified Salaries		2900	350.00	0.00	-100.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>543,560.32</b>	<b>574,311.00</b>	<b>5.7%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	1,182.88	0.00	-100.0%
PERS		3201-3202	94,741.90	118,882.00	25.5%
OASDI/Medicare/Alternative		3301-3302	38,938.69	43,935.00	12.8%
Health and Welfare Benefits		3401-3402	431,662.02	446,607.00	3.5%
Unemployment Insurance		3501-3502	270.42	287.00	6.1%
Workers' Compensation		3601-3602	2,804.01	7,812.00	178.6%
OPEB, Allocated		3701-3702	15,497,330.19	16,251,823.26	4.9%
OPEB, Active Employees		3751-3752	22,078.59	24,982.00	13.2%
Other Employee Benefits		3901-3902	2,918.78	2,918.78	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>16,091,927.48</b>	<b>16,897,247.04</b>	<b>5.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	161,225.43	39,000.00	-75.8%
Noncapitalized Equipment		4400	262,108.70	20,234.00	-92.3%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>423,334.13</b>	<b>59,234.00</b>	<b>-86.0%</b>

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	5,318.00	3,753.00	-29.4%
Dues and Memberships		5300	500.00	0.00	-100.0%
Insurance		5400-5450	3,498,670.00	3,800,000.00	8.6%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	13,390.40	80,893.20	504.1%
Transfers of Direct Costs - Interfund		5750	11,988.30	5,077.00	-57.7%
Professional/Consulting Services and Operating Expenditures		5800	4,133,724.92	4,259,239.06	3.0%
Communications		5900	900.00	500.00	-44.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>7,664,491.62</b>	<b>8,149,462.26</b>	<b>6.3%</b>
<b>DEPRECIATION</b>					
Depreciation Expense		6900	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENSES</b>			<b>24,728,097.84</b>	<b>25,680,254.30</b>	<b>3.9%</b>

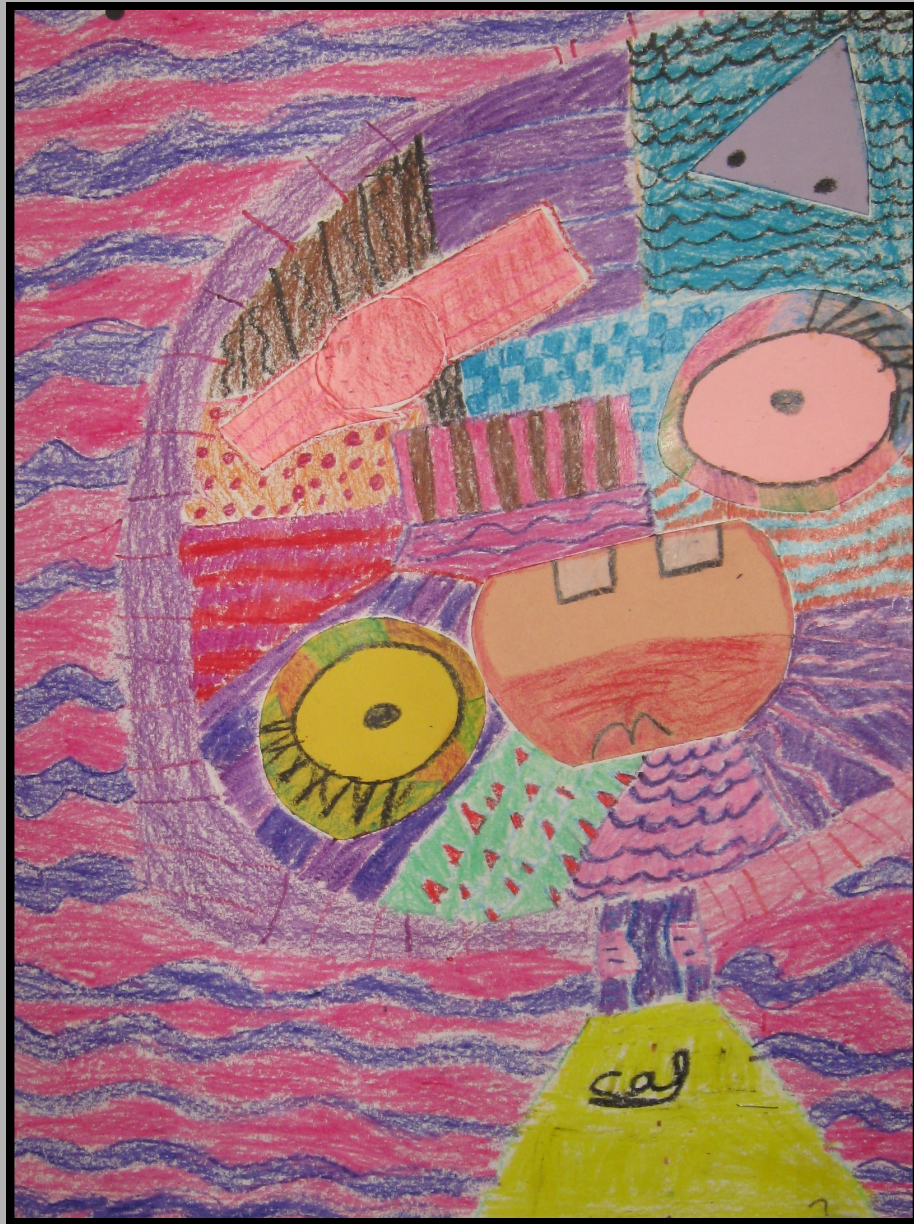
Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	404.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	22,079,907.22	25,642,520.67	16.1%
5) TOTAL, REVENUES			22,080,311.22	25,642,520.67	16.1%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		24,728,097.84	25,680,254.30	3.9%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			24,728,097.84	25,680,254.30	3.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(2,647,786.62)	(37,733.63)	-98.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(2,647,786.62)	(37,733.63)	-98.6%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	24,085,761.94	21,437,975.32	-11.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,085,761.94	21,437,975.32	-11.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			24,085,761.94	21,437,975.32	-11.0%
2) Ending Net Position, June 30 (E + F1e)			21,437,975.32	21,400,241.69	-0.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	21,437,975.32	21,400,241.69	-0.2%



# Retireee Benefit Fund



*Artwork created by a Santa Ana Unified School District student from King Elementary School.*

# Retiree Benefit Fund (71)



The Retiree Benefit Fund is established to account for the District's irrevocable contributions to the California Employer's Retiree Benefits Trust Program (CERBT) with the California Public Employers' Retirement System for the prefunding of retiree health benefits.

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	266.00	200.00	-24.8%
5) TOTAL REVENUES			266.00	200.00	-24.8%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	400.00	300.00	-25.0%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENSES			400.00	300.00	-25.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(134.00)	(100.00)	-25.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(134.00)	(100.00)	-25.4%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	50,012,863.20	50,012,729.20	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			50,012,863.20	50,012,729.20	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			50,012,863.20	50,012,729.20	0.0%
2) Ending Net Position, June 30 (E + F1e)			50,012,729.20	50,012,629.20	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	50,012,729.20	50,012,629.20	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30					
(G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	266.00	200.00	-24.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			266.00	200.00	-24.8%
TOTAL, REVENUES			266.00	200.00	-24.8%
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services					
		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	400.00	300.00	-25.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			400.00	300.00	-25.0%
TOTAL, EXPENSES			400.00	300.00	-25.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	266.00	200.00	-24.8%
5) TOTAL, REVENUES			266.00	200.00	-24.8%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		400.00	300.00	-25.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			400.00	300.00	-25.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(134.00)	(100.00)	-25.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(134.00)	(100.00)	-25.4%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	50,012,863.20	50,012,729.20	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			50,012,863.20	50,012,729.20	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			50,012,863.20	50,012,729.20	0.0%
2) Ending Net Position, June 30 (E + F1e)			50,012,729.20	50,012,629.20	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	50,012,729.20	50,012,629.20	0.0%

# Supplemental Information



*Artwork created by a Santa Ana Unified School District student from Thorpe Fundamental School.*

Description	2018-19 Estimated Actuals			2019-20 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Adults in Correctional Facilities</b>						
<b>5. County Operations Grant ADA</b>						
<b>6. Charter School ADA</b> (Enter Charter School ADA using Tab C. Charter School ADA)						



Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	276,732,534.47	301	0.00	303	276,732,534.47	305	6,999,079.91		307	269,733,454.56	309
2000 - Classified Salaries	97,319,017.78	311	282,998.90	313	97,036,018.88	315	6,675,980.20		317	90,360,038.68	319
3000 - Employee Benefits	167,529,058.30	321	114,154.47	323	167,414,903.83	325	4,340,117.47		327	163,074,786.36	329
4000 - Books, Supplies Equip Replace. (6500)	28,405,544.56	331	1,617,517.00	333	26,788,027.56	335	3,165,920.32		337	23,622,107.24	339
5000 - Services. . . & 7300 - Indirect Costs	67,184,050.72	341	567,833.63	343	66,616,217.09	345	23,079,051.44		347	43,537,165.65	349
TOTAL					634,587,701.83	365			TOTAL	590,327,552.49	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011. . . . .		1100	228,677,686.53 375
2. Salaries of Instructional Aides Per EC 41011. . . . .		2100	30,096,157.40 380
3. STRS. . . . .		3101 & 3102	55,125,181.32 382
4. PERS. . . . .		3201 & 3202	5,988,856.37 383
5. OASDI - Regular, Medicare and Alternative. . . . .		3301 & 3302	5,858,416.27 384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .		3401 & 3402	38,274,984.41 385
7. Unemployment Insurance. . . . .		3501 & 3502	128,809.36 390
8. Workers' Compensation Insurance. . . . .		3601 & 3602	1,548,939.21 392
9. OPEB, Active Employees (EC 41372). . . . .		3751 & 3752	10,349,599.66
10. Other Benefits (EC 22310). . . . .		3901 & 3902	0.00 393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10). . . . .			376,048,630.53 395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .			0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .			8,025,768.35 396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .			396
14. TOTAL SALARIES AND BENEFITS. . . . .			368,022,862.18 397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .			62.34%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	55.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	62.34%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369). . . . .	590,327,552.49
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	281,183,881.89	301	0.00	303	281,183,881.89	305	5,826,942.70		307	275,356,939.19	309
2000 - Classified Salaries	105,416,781.43	311	314,478.69	313	105,102,302.74	315	6,859,153.29		317	98,243,149.45	319
3000 - Employee Benefits	184,797,886.24	321	151,876.21	323	184,646,010.03	325	4,920,883.21		327	179,725,126.82	329
4000 - Books, Supplies Equip Replace. (6500)	37,916,206.12	331	958,664.00	333	36,957,542.12	335	4,325,919.60		337	32,631,622.52	339
5000 - Services... & 7300 - Indirect Costs	70,228,983.42	341	306,326.01	343	69,922,657.41	345	22,944,452.33		347	46,978,205.08	349
TOTAL					677,812,394.19	365			TOTAL	632,935,043.06	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)			Object	EDP No.
1.	Teacher Salaries as Per EC 41011.		1100	228,548,046.19 375
2.	Salaries of Instructional Aides Per EC 41011.		2100	32,421,157.37 380
3.	STRS.		3101 & 3102	57,838,272.02 382
4.	PERS.		3201 & 3202	6,952,672.07 383
5.	OASDI - Regular, Medicare and Alternative.		3301 & 3302	6,018,884.15 384
6.	Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	41,522,988.78 385
7.	Unemployment Insurance.		3501 & 3502	158,957.88 390
8.	Workers' Compensation Insurance.		3601 & 3602	3,611,301.53 392
9.	OPEB, Active Employees (EC 41372).		3751 & 3752	10,584,488.61
10.	Other Benefits (EC 22310).		3901 & 3902	0.00 393
11.	SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			387,656,768.60 395
12.	Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			0.00
13a.	Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			8,673,507.88 396
b.	Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14.	TOTAL SALARIES AND BENEFITS.			378,983,260.72 397
15.	Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			59.88%
16.	District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT		
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.		
1.	Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2.	Percentage spent by this district (Part II, Line 15)	59.88%
3.	Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4.	District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	632,935,043.06
5.	Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)	

**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 19,025,144.95
2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

**B. Salaries and Benefits - All Other Activities**

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 526,220,950.67

**C. Percentage of Plant Services Costs Attributable to General Administration**

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.62%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. \_\_\_\_\_  
Retain supporting documentation.

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00



**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**A. Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	26,046,947.69
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	6,083,904.21
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	88,000.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	192,467.60
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	1,985,685.26
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	34,397,004.76
9. Carry-Forward Adjustment (Part IV, Line F)	(7,424,992.40)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	26,972,012.36

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	413,146,816.31
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	72,531,823.62
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	38,473,224.68
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	5,764,711.65
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	204,333.00
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,875,115.72
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	280,332.34
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	1.39
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	52,867,498.73
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	7,888,754.33
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	40,957,861.63
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	633,990,473.40

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**

<b>(For information only - not for use when claiming/recovering indirect costs)</b> (Line A8 divided by Line B18)	5.43%
--	-------

**D. Preliminary Proposed Indirect Cost Rate**

<b>(For final approved fixed-with-carry-forward rate for use in 2020-21 see <a href="http://www.cde.ca.gov/fg/ac/ic">www.cde.ca.gov/fg/ac/ic</a>)</b> (Line A10 divided by Line B18)	4.25%
---	-------

**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>34,397,004.76</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>6,488,076.91</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (7.62%) times Part III, Line B18); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (7.62%) times Part III, Line B18) or (the highest rate used to recover costs from any program (7.62%) times Part III, Line B18); zero if positive	<u>(7,424,992.40)</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>(7,424,992.40)</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>4.25%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-3,712,496.20) is applied to the current year calculation and the remainder (\$-3,712,496.20) is deferred to one or more future years:	<u>4.84%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-2,474,997.47) is applied to the current year calculation and the remainder (\$-4,949,994.93) is deferred to one or more future years:	<u>5.04%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>(7,424,992.40)</u>

Approved indirect cost rate: 7.62%  
Highest rate used in any program: 7.62%

<b>Fund</b>	<b>Resource</b>	<b>Eligible Expenditures (Objects 1000-5999 except Object 5100)</b>	<b>Indirect Costs Charged (Objects 7310 and 7350)</b>	<b>Rate Used</b>
01	3010	14,094,297.57	1,073,982.24	7.62%
01	3060	459,693.37	35,028.63	7.62%
01	3110	40,850.21	3,112.79	7.62%
01	3310	9,453,725.63	720,373.89	7.62%
01	3315	338,370.05	25,783.80	7.62%
01	3320	1,384,665.52	105,511.51	7.62%
01	3327	547,454.22	41,716.01	7.62%
01	3345	4,255.70	324.28	7.62%
01	3385	274,150.37	20,890.26	7.62%
01	3395	14,741.68	1,123.32	7.62%
01	3410	413,434.25	31,503.69	7.62%
01	3550	361,051.96	18,052.60	5.00%
01	4035	1,876,809.02	143,012.85	7.62%
01	4124	1,569,157.86	78,457.91	5.00%
01	4127	162,010.33	12,345.19	7.62%
01	4201	94,746.10	7,219.65	7.62%
01	4203	1,269,915.39	25,398.31	2.00%
01	5630	269,033.01	20,500.32	7.62%
01	5640	2,157,156.94	164,375.36	7.62%
01	5810	1,073,730.23	81,818.24	7.62%
01	6010	7,136,135.02	356,806.75	5.00%
01	6382	2,213,326.57	168,655.49	7.62%
01	6385	69,716.17	5,312.12	7.62%
01	6387	2,322,833.48	176,999.91	7.62%
01	6510	469,290.86	35,759.96	7.62%
01	6512	2,213,541.18	168,671.84	7.62%
01	6515	14,242.70	1,085.29	7.62%
01	6520	353,577.00	26,942.57	7.62%
01	7220	188,394.21	14,355.63	7.62%
01	7311	177,665.50	13,538.11	7.62%
01	7338	1,488,612.01	113,432.24	7.62%
01	7370	99,860.62	7,609.38	7.62%
01	7810	430,670.14	32,817.07	7.62%
01	8150	15,455,727.00	1,177,726.40	7.62%
01	9010	4,605,810.22	16,302.42	0.35%
09	3010	88,355.51	6,732.70	7.62%
09	6010	132,443.87	6,622.19	5.00%
09	7311	1,019.35	77.65	7.62%
12	6105	7,441,229.95	567,021.72	7.62%
12	6127	181,350.38	13,818.90	7.62%
13	5310	36,936,421.54	1,998,260.41	5.41%
13	5320	4,021,440.09	217,559.91	5.41%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		1,762,231.21	1,762,231.21
2. State Lottery Revenue	8560	7,258,086.44		2,733,374.20	9,991,460.64
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		7,258,086.44	0.00	4,495,605.41	11,753,691.85
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	5,373,655.44			5,373,655.44
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	1,884,431.00			1,884,431.00
4. Books and Supplies	4000-4999	0.00		1,599,221.17	1,599,221.17
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			520.00	520.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			201,847.89	201,847.89
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		7,258,086.44	0.00	1,801,589.06	9,059,675.50
<b>C. ENDING BALANCE</b>					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	2,694,016.35	2,694,016.35
<b>D. COMMENTS:</b>					
Budgeted expenditures include instructional items such as Canvas, MyAccess, Discovery Education, Apex, and Kaltura.					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	513,078,215.00	-1.07%	507,580,252.00	-1.68%	499,056,746.00
2. Federal Revenues	8100-8299	43,122,827.82	-1.83%	42,332,943.50	0.00%	42,332,943.50
3. Other State Revenues	8300-8599	85,103,190.74	-1.60%	83,743,132.76	1.24%	84,784,180.15
4. Other Local Revenues	8600-8799	4,565,808.98	-0.64%	4,536,449.98	-1.76%	4,456,697.38
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		645,870,042.54	-1.19%	638,192,778.24	-1.18%	630,630,567.03
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				281,183,881.89		277,601,924.42
b. Step & Column Adjustment				845,502.31		849,001.50
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(4,427,459.78)		(4,350,794.65)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	281,183,881.89	-1.27%	277,601,924.42	-1.26%	274,100,131.27
2. Classified Salaries						
a. Base Salaries				105,416,781.43		105,407,723.79
b. Step & Column Adjustment				262,862.17		263,519.30
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(271,919.81)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	105,416,781.43	-0.01%	105,407,723.79	0.25%	105,671,243.09
3. Employee Benefits	3000-3999	184,797,886.24	4.44%	192,996,097.43	1.73%	196,335,684.15
4. Books and Supplies	4000-4999	37,739,206.12	11.45%	42,060,143.44	-27.44%	30,519,993.86
5. Services and Other Operating Expenditures	5000-5999	72,573,620.08	0.28%	72,774,848.51	0.72%	73,299,117.70
6. Capital Outlay	6000-6999	6,569,671.00	-66.25%	2,217,082.00	0.00%	2,217,082.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	6,234,018.44	-2.46%	6,080,410.00	0.00%	6,080,410.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,344,636.66)	0.00%	(2,344,636.66)	0.00%	(2,344,636.66)
9. Other Financing Uses						
a. Transfers Out	7600-7629	5,224,709.78	2.28%	5,343,649.80	2.23%	5,462,611.72
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(43,000,000.00)		(43,000,000.00)
11. Total (Sum lines B1 thru B10)		697,395,138.32	-5.49%	659,137,242.73	-1.64%	648,341,637.13
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(51,525,095.78)		(20,944,464.49)		(17,711,070.10)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		119,908,285.55		68,383,189.77		47,438,725.28
2. Ending Fund Balance (Sum lines C and D1)		68,383,189.77		47,438,725.28		29,727,655.18
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	1,190,000.00		1,190,000.00		1,190,000.00
b. Restricted	9740	14,507,090.24		11,445,477.09		8,798,386.17
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	3,020,632.00		3,028,183.58		3,035,754.04
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	13,947,902.77		13,182,744.85		12,966,832.74
2. Unassigned/Unappropriated	9790	35,717,564.76		18,592,319.76		3,736,682.23
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		68,383,189.77		47,438,725.28		29,727,655.18

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	13,947,902.77		13,182,744.85		12,966,832.74
c. Unassigned/Unappropriated	9790	35,717,564.76		18,592,319.76		3,736,682.23
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		49,665,467.53		31,775,064.61		16,703,514.97
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		7.12%		4.82%		2.58%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		43,491.20		41,958.26		40,425.82
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		697,395,138.32		659,137,242.73		648,341,637.13
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		697,395,138.32		659,137,242.73		648,341,637.13
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		13,947,902.77		13,182,744.85		12,966,832.74
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		13,947,902.77		13,182,744.85		12,966,832.74
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	513,078,215.00	-1.07%	507,580,252.00	-1.68%	499,056,746.00
2. Federal Revenues	8100-8299	145,000.00	0.00%	145,000.00	0.00%	145,000.00
3. Other State Revenues	8300-8599	9,264,811.00	0.57%	9,317,961.00	-0.04%	9,314,239.00
4. Other Local Revenues	8600-8799	1,691,959.72	-1.74%	1,662,600.72	-4.80%	1,582,848.12
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(98,878,313.62)	4.80%	(103,623,328.49)	0.96%	(104,614,303.27)
6. Total (Sum lines A1 thru A5c)		425,301,672.10	-2.40%	415,082,485.23	-2.31%	405,484,529.85
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				215,388,040.67		211,461,437.10
b. Step & Column Adjustment				364,777.31		361,055.77
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(4,291,380.88)		(4,350,794.65)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	215,388,040.67	-1.82%	211,461,437.10	-1.89%	207,471,698.22
2. Classified Salaries						
a. Base Salaries				62,583,655.91		62,740,115.06
b. Step & Column Adjustment				156,459.15		156,850.28
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	62,583,655.91	0.25%	62,740,115.06	0.25%	62,896,965.34
3. Employee Benefits	3000-3999	110,789,743.34	4.54%	115,817,258.34	1.30%	117,317,540.00
4. Books and Supplies	4000-4999	24,062,533.74	30.25%	31,340,773.01	-33.00%	20,997,001.44
5. Services and Other Operating Expenditures	5000-5999	50,412,166.41	0.39%	50,606,709.08	0.28%	50,747,298.13
6. Capital Outlay	6000-6999	1,126,832.00	0.00%	1,126,832.00	0.00%	1,126,832.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,630,266.44	-9.42%	1,476,658.00	0.00%	1,476,658.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(3,963,672.33)	-0.39%	(3,948,095.82)	0.00%	(3,948,095.82)
9. Other Financing Uses						
a. Transfers Out	7600-7629	5,224,709.78	2.28%	5,343,649.80	2.23%	5,462,611.72
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(43,000,000.00)		(43,000,000.00)
11. Total (Sum lines B1 thru B10)		467,254,275.96	-7.34%	432,965,336.57	-2.87%	420,548,509.03
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(41,952,603.86)		(17,882,851.34)		(15,063,979.18)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		95,828,703.39		53,876,099.53		35,993,248.19
2. Ending Fund Balance (Sum lines C and D1)		53,876,099.53		35,993,248.19		20,929,269.01
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	1,190,000.00		1,190,000.00		1,190,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	3,020,632.00		3,028,183.58		3,035,754.04
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	13,947,902.77		13,182,744.85		12,966,832.74
2. Unassigned/Unappropriated	9790	35,717,564.76		18,592,319.76		3,736,682.23
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)						
		53,876,099.53		35,993,248.19		20,929,269.01

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	13,947,902.77		13,182,744.85		12,966,832.74
c. Unassigned/Unappropriated	9790	35,717,564.76		18,592,319.76		3,736,682.23
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
		49,665,467.53		31,775,064.61		16,703,514.97
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Adjustments due to projected ongoing enrollment loss of -1,590 as well as EPA and Lottery adjustments. In 2021-22 the District projected an additional enrollment loss of -1,590.						



Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	42,977,827.82	-1.84%	42,187,943.50	0.00%	42,187,943.50
3. Other State Revenues	8300-8599	75,838,379.74	-1.86%	74,425,171.76	1.40%	75,469,941.15
4. Other Local Revenues	8600-8799	2,873,849.26	0.00%	2,873,849.26	0.00%	2,873,849.26
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	98,878,313.62	4.80%	103,623,328.49	0.96%	104,614,303.27
<b>6. Total (Sum lines A1 thru A5c)</b>		<b>220,568,370.44</b>	<b>1.15%</b>	<b>223,110,293.01</b>	<b>0.91%</b>	<b>225,146,037.18</b>
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				65,795,841.22		66,140,487.32
b. Step & Column Adjustment				480,725.00		487,945.73
c. Cost-of-Living Adjustment						
d. Other Adjustments				(136,078.90)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	65,795,841.22	0.52%	66,140,487.32	0.74%	66,628,433.05
2. Classified Salaries						
a. Base Salaries				42,833,125.52		42,667,608.73
b. Step & Column Adjustment				106,403.02		106,669.02
c. Cost-of-Living Adjustment						
d. Other Adjustments				(271,919.81)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	42,833,125.52	-0.39%	42,667,608.73	0.25%	42,774,277.75
3. Employee Benefits	3000-3999	74,008,142.90	4.28%	77,178,839.09	2.38%	79,018,144.15
4. Books and Supplies	4000-4999	13,676,672.38	-21.62%	10,719,370.43	-11.16%	9,522,992.42
5. Services and Other Operating Expenditures	5000-5999	22,161,453.67	0.03%	22,168,139.43	1.73%	22,551,819.57
6. Capital Outlay	6000-6999	5,442,839.00	-79.97%	1,090,250.00	0.00%	1,090,250.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	4,603,752.00	0.00%	4,603,752.00	0.00%	4,603,752.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,619,035.67	-0.96%	1,603,459.16	0.00%	1,603,459.16
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
<b>11. Total (Sum lines B1 thru B10)</b>		<b>230,140,862.36</b>	<b>-1.72%</b>	<b>226,171,906.16</b>	<b>0.72%</b>	<b>227,793,128.10</b>
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
<b>(Line A6 minus line B11)</b>						
		(9,572,491.92)		(3,061,613.15)		(2,647,090.92)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		24,079,582.16		14,507,090.24		11,445,477.09
2. Ending Fund Balance (Sum lines C and D1)		14,507,090.24		11,445,477.09		8,798,386.17
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	14,507,090.24		11,445,477.09		8,798,386.17
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		14,507,090.24		11,445,477.09		8,798,386.17

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Positive School Climate funding will expire in December 2019; California Clean Energy funding will expire in June 2020.						

**Cash Flow Projections as of 4/30/2019 for Fiscal Year 2018-2019**

Object	Budget	Actuals												Projected June	Total
		July	August	September	October	November	December	January	February	March	April	May	June		
<b>A. BEGINNING CASH</b>		147,331,896	113,112,141	81,481,628	94,246,784	84,923,247	74,236,603	149,181,733	132,519,573	103,338,908	111,327,515	124,505,233	88,453,415		
<b>B. RECEIPTS</b>															
LCFF Sources															
Principal Apportionment	377,872,508	16,946,872	16,946,872	46,585,819	30,504,370	30,504,370	46,569,508	30,360,866	23,778,953	41,139,587	23,922,695	29,133,671	41,478,925	377,872,508	
Property Taxes	169,663,805	4,237,596	190,988	4,670,455	933,772	17,775,159	34,347,399	16,905,870	273,473	7,162,796	35,778,723	10,444,265	36,943,329	169,663,805	
Miscellaneous Funds	(24,708,128)	(350,499)	(1,935,987)	-	(3,034,122)	-	-	(1,250,093)	(1,250,093)	(2,573,357)	(1,221,613)	(2,621,976)	(10,470,388)	(24,708,128)	
Federal Revenue	44,914,976	183,821	1,228,783	4,959,464	950,521	1,010,517	6,429,036	10,591,200	1,786,611	7,424,454	1,522,163	1,835,179	6,993,227	44,914,976	
Other State Revenue	94,330,311	1,391,321	9,780,722	4,136,800	3,383,780	10,172,136	7,423,824	9,271,794	2,747,221	8,168,612	3,248,446	2,766,472	31,839,183	94,330,311	
Other Local Revenue	9,202,479	61,920	411,277	349,454	2,055,935	262,619	303,491	410,004	931,470	648,742	554,230	1,012,457	2,200,880	9,202,479	
Interfund Transfers/Contributions	238	-	-	-	-	-	-	-	-	-	-	-	238	238	
All Other Financing Sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>TOTAL RECEIPTS</b>	<b>671,276,189</b>	<b>22,471,031</b>	<b>26,622,635</b>	<b>60,701,992</b>	<b>37,828,378</b>	<b>56,690,679</b>	<b>95,073,258</b>	<b>66,289,641</b>	<b>28,267,635</b>	<b>61,970,834</b>	<b>63,804,644</b>	<b>42,570,068</b>	<b>108,985,394</b>	<b>671,276,189</b>	
<b>C. DISBURSEMENTS</b>															
Certificated Salaries	276,732,534	3,452,974	24,644,132	23,455,541	23,144,538	23,620,039	642,319	46,900,311	24,569,662	24,108,835	24,201,301	25,749,626	32,243,256	276,732,534	
Classified Salaries	97,319,018	(593,940)	4,809,633	6,892,237	7,889,694	7,943,546	11,587,792	8,639,138	8,055,723	9,217,649	9,501,692	13,053,158	10,322,696	97,319,018	
Employee Benefits	167,529,058	3,294,216	8,202,066	11,680,550	11,476,245	11,416,682	3,589,088	16,643,723	12,125,451	12,334,366	12,385,452	23,021,993	41,359,226	167,529,058	
Books and Supplies	28,241,858	442,773	8,941,535	5,608,643	1,880,015	1,595,126	1,090,518	1,296,617	4,251,655	1,524,171	1,262,735	6,465,631	(6,117,561)	28,241,858	
Services	69,994,144	1,225,757	4,218,667	4,314,794	5,494,425	4,907,412	3,602,930	4,712,128	3,316,374	4,704,837	5,162,508	16,024,311	12,310,001	69,994,144	
Capital Outlay	8,265,429	18,356	428,464	420,099	203,854	195,950	152,107	972,030	622,080	1,083,102	476,942	1,282,567	2,409,888	8,265,429	
Other Outgo	3,198,285	92,419	99,384	366,334	166,355	732,459	(40,590)	739,681	125,856	449,751	125,856	170,390	3,198,285	3,198,285	
Interfund Transfers Out	5,333,432	-	18,866	-	(18,866)	17,329,993	-	-	2,295,000	-	-	(7,145,781)	5,333,432	5,333,432	
All Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>TOTAL DISBURSEMENTS</b>	<b>656,613,758</b>	<b>7,932,555</b>	<b>51,362,747</b>	<b>52,738,198</b>	<b>50,236,260</b>	<b>67,741,207</b>	<b>20,624,164</b>	<b>79,903,628</b>	<b>55,361,801</b>	<b>53,422,711</b>	<b>53,116,486</b>	<b>78,621,886</b>	<b>85,552,115</b>	<b>656,613,758</b>	
<b>D. Balance Sheet Items</b>															
<b>Assets and Deferred Outflows</b>															
Cash Not in Treasury	210,700	(1,177,451)	(151,607)	(95,043)	(151,899)	(281,139)	626,740	1,085,714	(132,345)	(426,255)	(210,074)	-	-	-	
Accounts Receivable	21,053,458	(1,808,297)	1,788,737	5,386,431	3,263,442	719,048	172,252	6,654,299	(610,565)	988,508	871,291	-	-	-	
Due From Other Funds	12,969,955	(4,571,242)	(703,945)	-	-	-	-	13,388,184	-	-	4,569,306	-	-	-	
Stores	804,648	42,164	(102,523)	(153,982)	(13,285)	(73,734)	7,036	144,913	22,775	43,521	16,493	-	-	-	
Prepaid Expenditures	87,653	(25)	-	25	-	-	-	-	-	-	-	-	-	-	
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mid Month Payroll	-	(832,597)	(660,240)	(334,681)	(13,913)	(266)	(11,565)	(192,794)	(13,637)	(19,514)	411	-	-	-	
Deferred Outflows of Resources	-	-	-	-	-	-	-	-	(733,772)	586,260	5,247,427	-	-	-	
<b>SUBTOTAL</b>		<b>(8,347,448)</b>	<b>170,422</b>	<b>4,802,750</b>	<b>3,084,345</b>	<b>363,909</b>	<b>794,463</b>	<b>21,080,316</b>	<b>(733,772)</b>	<b>586,260</b>	<b>5,247,427</b>				
<b>Liabilities and Deferred Inflows</b>															
Accounts Payable	49,340,068	33,665,537	710,860	1,388	-	25	298,427	8,861,217	1,352,727	1,148,776	889,587	-	-	-	
Due to Other Funds	18,286,113	4,723,031	169,069	-	-	-	-	12,440,693	-	-	953,320	-	-	-	
Current Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Unearned Revenues	8,884,785	2,703,891	6,180,894	-	-	-	-	-	-	-	-	-	-	-	
Deferred Inflows of Resources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>SUBTOTAL</b>		<b>41,092,459</b>	<b>7,060,823</b>	<b>1,388</b>	<b>3,084,345</b>	<b>363,884</b>	<b>496,036</b>	<b>(3,048,173)</b>	<b>(2,086,499)</b>	<b>(559,516)</b>	<b>2,489,560</b>				
Adjustments		681,676	(48,758,231)	4,801,362	3,084,345	363,884	496,036	(2,826,579)	-	3,000	(914,960)	-	-	-	
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>(34,219,755)</b>	<b>(31,630,513)</b>	<b>12,765,156</b>	<b>(9,323,537)</b>	<b>(10,686,644)</b>	<b>74,945,130</b>	<b>(16,662,160)</b>	<b>(29,180,665)</b>	<b>7,988,607</b>	<b>13,177,718</b>				
<b>E. NET INCREASE/DECREASE (B-C+D)</b>															
<b>F. ENDING CASH (A+E)</b>		113,112,141	81,481,628	94,246,784	84,923,247	74,236,603	149,181,733	132,519,573	103,338,908	111,327,515	124,505,233	88,453,415	111,886,694		

### Cash Flow Projections: 2019-2020

Object	Budget	Actuals												Projected					Total
		July	August	September	October	November	December	January	February	March	April	May	June	June					
<b>A. BEGINNING CASH</b>		111,886,694	124,779,063	144,548,571	150,889,953	157,689,372	163,507,050	190,053,814	179,541,668	147,315,384	139,661,511	131,815,382	100,425,816						
<b>B. RECEIPTS</b>																			
LCFF	513,078,215	28,861,513	54,044,063	52,154,367	51,950,723	51,950,723	52,492,021	51,950,723	13,235,148	39,484,361	39,557,924	39,557,924	37,838,725	513,078,215					
Federal Revenue	145,000	954	1,742	16,917	956	5,202	19,417	3,493	370	15,750	4,248	5,925	70,026	145,000					
Other State Revenue	9,264,811	155,088	307,742	692,478	576,852	1,207,254	802,456	857,142	313,731	577,323	681,380	271,714	2,821,651	9,264,811					
Other Local Revenue	1,691,960	213,207	50,383	86,745	174,523	25,555	25,614	424,795	(419,927)	218,899	519,867	186,150	186,150	1,691,960					
Interfund Transfers/Contributions	(98,878,314)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(8,239,860)	(98,878,314)					
<b>TOTAL RECEIPTS</b>	<b>425,301,672</b>	<b>20,990,902</b>	<b>46,164,070</b>	<b>44,710,648</b>	<b>44,463,195</b>	<b>44,948,875</b>	<b>45,099,648</b>	<b>44,996,294</b>	<b>4,889,463</b>	<b>32,056,474</b>	<b>32,523,561</b>	<b>31,781,853</b>	<b>32,676,691</b>	<b>425,301,672</b>					
<b>C. DISBURSEMENTS</b>																			
Certificated Salaries	215,388,041	4,573,933	17,340,203	18,812,237	18,847,826	21,020,145	581,023	36,965,298	19,212,786	19,103,849	18,847,549	20,041,596	20,041,595	215,388,041					
Classified Salaries	62,583,656	27,916	2,963,729	4,002,935	5,464,758	5,544,652	5,729,934	5,562,295	5,032,038	5,904,779	5,562,238	8,394,191	8,394,191	62,583,656					
Employee Benefits	110,789,743	69,830	1,679,298	11,672,392	8,573,636	8,406,134	8,388,151	8,714,269	8,334,146	11,696,954	12,805,282	15,224,825	15,224,825	110,789,743					
Books and Supplies	24,065,534	1,135,242	1,305,426	1,212,363	1,584,528	1,370,926	1,423,977	1,444,867	1,231,145	1,243,425	1,094,611	5,509,512	5,509,512	24,065,534					
Services	50,412,166	2,378,089	2,734,590	2,539,641	3,319,248	2,871,798	2,982,928	3,026,688	2,578,986	2,604,711	2,292,978	11,541,255	11,541,255	50,412,166					
Capital Outlay	1,126,832	(8,056)	214,762	82,323	14,937	56,494	10,824	208,341	51,100	93,422	52,982	174,852	174,852	1,126,832					
Other Outgo	(2,333,406)	(78,421)	(51,058)	(142,038)	(141,159)	(141,159)	(638,805)	(413,318)	(299,560)	(788,414)	(285,950)	323,238	323,238	(2,333,406)					
Interfund Transfers Out	5,224,710	-	207,613	189,413	-	2,207	74,853	-	975,106	(148,380)	-	1,961,950	1,961,950	5,224,710					
Other Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
<b>TOTAL DISBURSEMENTS</b>	<b>467,257,276</b>	<b>8,098,533</b>	<b>26,394,563</b>	<b>38,369,266</b>	<b>37,663,775</b>	<b>39,131,197</b>	<b>18,552,885</b>	<b>55,508,439</b>	<b>37,115,747</b>	<b>39,710,347</b>	<b>40,369,690</b>	<b>63,171,418</b>	<b>63,171,417</b>	<b>467,257,276</b>					
<b>D. NET INCREASE/DECREASE (B-C)</b>		<b>12,892,369</b>	<b>19,769,507</b>	<b>6,341,382</b>	<b>6,799,420</b>	<b>5,817,678</b>	<b>26,546,764</b>	<b>(10,512,146)</b>	<b>(32,226,285)</b>	<b>(7,653,873)</b>	<b>(7,846,129)</b>	<b>(31,389,565)</b>	<b>(30,494,726)</b>						
<b>E. ENDING CASH (A+D)</b>		<b>124,779,063</b>	<b>144,548,571</b>	<b>150,889,953</b>	<b>157,689,372</b>	<b>163,507,050</b>	<b>190,053,814</b>	<b>179,541,668</b>	<b>147,315,384</b>	<b>139,661,511</b>	<b>131,815,382</b>	<b>100,425,816</b>	<b>69,931,090</b>						

### Cash Flow Projections: 2020-2021

Object	Budget	Actuals												Projected June	Projected Total
		July	August	September	October	November	December	January	February	March	April	May	June		
<b>A. BEGINNING CASH</b>		69,931,090	85,431,709	107,636,509	116,040,453	124,928,786	132,954,833	161,340,899	153,298,044	123,699,803	118,277,037	112,615,581	81,867,965		
<b>B. RECEIPTS</b>															
LCFF	507,580,252	28,552,243	53,464,946	51,595,500	51,394,037	51,394,038	51,929,535	51,394,038	13,093,325	39,061,261	39,134,036	39,134,036	37,433,258	507,580,252	
Federal Revenue	145,000	954	1,742	16,917	956	5,202	19,417	3,493	370	15,750	4,248	5,925	70,026	145,000	
Other State Revenue	9,317,961	155,978	309,507	696,450	580,161	1,214,180	807,060	862,059	315,531	580,635	685,289	273,272	2,837,838	9,317,961	
Other Local Revenue	1,662,600	209,507	49,509	85,240	171,495	25,112	25,169	417,423	(412,640)	215,100	510,846	182,919	182,919	1,662,600	
Interfund Transfers/Contributions	(103,623,328)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(8,635,277)	(103,623,328)	
<b>TOTAL RECEIPTS</b>	<b>415,082,485</b>	<b>20,283,404</b>	<b>45,190,427</b>	<b>43,758,829</b>	<b>43,511,372</b>	<b>44,003,254</b>	<b>44,145,904</b>	<b>44,041,736</b>	<b>4,361,308</b>	<b>31,237,469</b>	<b>31,699,142</b>	<b>30,960,875</b>	<b>31,888,764</b>	<b>415,082,485</b>	
<b>C. DISBURSEMENTS</b>															
Certificated Salaries	211,461,437	4,490,549	17,024,084	18,469,283	18,504,223	20,636,940	570,431	36,291,407	18,862,530	18,755,579	18,503,951	19,676,230	19,676,230	211,461,437	
Classified Salaries	62,740,115	27,986	2,971,138	4,012,943	5,478,420	5,558,514	5,744,259	5,576,201	5,044,618	5,919,541	5,576,144	8,415,176	8,415,176	62,740,115	
Employee Benefits	115,817,258	72,999	1,755,503	12,202,072	8,962,698	8,787,595	8,768,796	9,109,713	8,712,340	12,227,749	13,386,371	15,915,711	15,915,711	115,817,258	
Books and Supplies	31,340,773	1,478,436	1,700,069	1,578,871	2,063,546	1,785,370	1,854,458	1,881,664	1,603,332	1,619,325	1,425,523	7,175,090	7,175,090	31,340,773	
Services	50,606,709	2,387,266	2,745,143	2,549,442	3,332,058	2,882,880	2,994,439	3,038,368	2,588,939	2,614,763	2,301,826	11,585,793	11,585,793	50,606,709	
Capital Outlay	1,126,832	(8,056)	214,762	82,323	14,937	56,494	10,824	208,341	51,100	93,422	52,982	174,852	174,852	1,126,832	
Other Outgo	(2,471,438)	(83,060)	(54,078)	(150,440)	(149,509)	(149,509)	(676,593)	(437,768)	(317,280)	(835,053)	(302,865)	342,359	342,359	(2,471,438)	
Interfund Transfers Out	5,343,650	-	212,339	193,725	-	2,257	76,557	-	997,304	(151,758)	-	2,006,613	2,006,613	5,343,650	
Other Adjustments	(43,000,000)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(3,583,333)	(43,000,000)	
<b>TOTAL DISBURSEMENTS</b>	<b>432,965,336</b>	<b>4,782,786</b>	<b>22,985,627</b>	<b>35,354,885</b>	<b>34,623,039</b>	<b>35,977,207</b>	<b>15,759,837</b>	<b>52,084,592</b>	<b>33,959,549</b>	<b>36,660,234</b>	<b>37,360,598</b>	<b>61,708,491</b>	<b>61,708,490</b>	<b>432,965,336</b>	
<b>D. NET INCREASE/DECREASE (B-C)</b>		<b>15,500,619</b>	<b>22,204,800</b>	<b>8,403,945</b>	<b>8,888,333</b>	<b>8,026,046</b>	<b>28,386,067</b>	<b>(8,042,855)</b>	<b>(29,598,241)</b>	<b>(5,422,766)</b>	<b>(5,661,456)</b>	<b>(30,747,616)</b>	<b>(29,819,726)</b>		
<b>E. ENDING CASH (A+D)</b>		<b>85,431,709</b>	<b>107,636,509</b>	<b>116,040,453</b>	<b>124,928,786</b>	<b>132,954,833</b>	<b>161,340,899</b>	<b>153,298,044</b>	<b>123,699,803</b>	<b>118,277,037</b>	<b>112,615,581</b>	<b>81,867,965</b>	<b>52,048,239</b>		

Section I - Expenditures	Funds 01, 09, and 62			2018-19 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	660,653,999.78
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	44,428,435.43
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	204,333.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	8,127,253.94
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	156,814.94
4. Other Transfers Out	All	9200	7200-7299	81,843.00
5. Interfund Transfers Out	All	9300	7600-7629	5,333,431.68
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	1,145,059.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				15,048,735.56
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	3,354,370.97
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				604,531,199.76

<b>Section II - Expenditures Per ADA</b>		<b>2018-19 Annual ADA/ Exps. Per ADA</b>
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		45,282.93
B. Expenditures per ADA (Line I.E divided by Line II.A)		13,350.09
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		
	<b>Total</b>	<b>Per ADA</b>
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	581,177,249.03	12,314.40
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	581,177,249.03	12,314.40
B. Required effort (Line A.2 times 90%)	523,059,524.13	11,082.96
C. Current year expenditures (Line I.E and Line II.B)	604,531,199.76	13,350.09
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2020-21 may be reduced by the lower of the two percentages)	0.00%	0.00%

<b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b>		
<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
Total adjustments to base expenditures	0.00	0.00



Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(51,388.22)	0.00	(2,810,093.48)				
Other Sources/Uses Detail					237.61	5,333,431.68	0.00	0.00
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	4,960.63	0.00	13,432.54	0.00				
Other Sources/Uses Detail					288,790.21	0.00	0.00	0.00
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	6,937.82	0.00	580,840.62	0.00				
Other Sources/Uses Detail					182,161.50	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	26,000.00	0.00	2,215,820.32	0.00				
Other Sources/Uses Detail					17,398.54	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	13,326.64		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	237.61		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	1,358,682.85		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	1,501.47	0.00						
Other Sources/Uses Detail					1,272,402.00	1,443,189.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					6,387,877.92	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	11,988.30	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
<b>TOTALS</b>	<b>51,388.22</b>	<b>(51,388.22)</b>	<b>2,810,093.48</b>	<b>(2,810,093.48)</b>	<b>8,148,867.78</b>	<b>8,148,867.78</b>	<b>0.00</b>	<b>0.00</b>



Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	5,077.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
<b>TOTALS</b>	<b>42,627.00</b>	<b>(42,627.00)</b>	<b>2,344,636.66</b>	<b>(2,344,636.66)</b>	<b>8,230,116.31</b>	<b>8,230,116.31</b>		

# Criteria and Standards

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2016-17)				
District Regular	49,864	49,930		
Charter School				
<b>Total ADA</b>	<b>49,864</b>	<b>49,930</b>	<b>N/A</b>	<b>Met</b>
Second Prior Year (2017-18)				
District Regular	48,383	48,401		
Charter School				
<b>Total ADA</b>	<b>48,383</b>	<b>48,401</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2018-19)				
District Regular	46,649	46,793		
Charter School		0		
<b>Total ADA</b>	<b>46,649</b>	<b>46,793</b>	<b>N/A</b>	<b>Met</b>
Budget Year (2019-20)				
District Regular	44,951			
Charter School	0			
<b>Total ADA</b>	<b>44,951</b>			

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

**Explanation:**  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2016-17)				
District Regular	49,754	49,791		
Charter School				
<b>Total Enrollment</b>	<b>49,754</b>	<b>49,791</b>	<b>N/A</b>	<b>Met</b>
Second Prior Year (2017-18)				
District Regular	48,491	48,326		
Charter School				
<b>Total Enrollment</b>	<b>48,491</b>	<b>48,326</b>	<b>0.3%</b>	<b>Met</b>
First Prior Year (2018-19)				
District Regular	46,798	46,596		
Charter School				
<b>Total Enrollment</b>	<b>46,798</b>	<b>46,596</b>	<b>0.4%</b>	<b>Met</b>
Budget Year (2019-20)				
District Regular	45,006			
Charter School				
<b>Total Enrollment</b>	<b>45,006</b>			

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2016-17)			
District Regular	48,383	49,791	
Charter School		0	
<b>Total ADA/Enrollment</b>	<b>48,383</b>	<b>49,791</b>	<b>97.2%</b>
Second Prior Year (2017-18)			
District Regular	46,855	48,326	
Charter School			
<b>Total ADA/Enrollment</b>	<b>46,855</b>	<b>48,326</b>	<b>97.0%</b>
First Prior Year (2018-19)			
District Regular	44,951	46,596	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>44,951</b>	<b>46,596</b>	<b>96.5%</b>
Historical Average Ratio:			96.9%
<b>District's ADA to Enrollment Standard (historical average ratio plus 0.5%):</b>			<b>97.4%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2019-20)				
District Regular	43,491	45,006		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>43,491</b>	<b>45,006</b>	<b>96.6%</b>	<b>Met</b>
1st Subsequent Year (2020-21)				
District Regular	41,958	43,416		
Charter School				
<b>Total ADA/Enrollment</b>	<b>41,958</b>	<b>43,416</b>	<b>96.6%</b>	<b>Met</b>
2nd Subsequent Year (2021-22)				
District Regular	40,426	41,826		
Charter School				
<b>Total ADA/Enrollment</b>	<b>40,426</b>	<b>41,826</b>	<b>96.7%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)



**4. CRITERION: LCFF Revenue**

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's cost-of-living adjustment (COLA) and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's COLA and its economic recovery target payment, plus or minus one percent.

**4A. District's LCFF Revenue Standard**

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

**4A1. Calculating the District's LCFF Revenue Standard**

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2c. All other data is calculated.

Note: Enter data for the Economic Recovery Target Funding (current year increment), Step 2c, for the current year only (not applicable in the two subsequent fiscal years).

**Projected LCFF Revenue**

	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	46,913.77	45,072.46	43,612.42	42,079.48
b. Prior Year ADA (Funded)		46,913.77	45,072.46	43,612.42
c. Difference (Step 1a minus Step 1b)		(1,841.31)	(1,460.04)	(1,532.94)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		-3.92%	-3.24%	-3.51%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		530,186,871.00	517,078,215.00	511,580,252.00
b1. COLA percentage		3.26%	3.00%	2.80%
b2. COLA amount (proxy for purposes of this criterion)		17,284,091.99	15,512,346.45	14,324,247.06
c. Economic Recovery Target Funding (current year increment)		0.00	N/A	N/A
d. Total (Lines 2b2 plus Line 2c)		17,284,091.99	15,512,346.45	14,324,247.06
e. Percent Change Due to Funding Level (Step 2d divided by Step 2a)		3.26%	3.00%	2.80%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2e)				
		-0.66%	-0.24%	-0.71%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>		<b>-1.66% to .34%</b>	<b>-1.24% to .76%</b>	<b>-1.71% to .29%</b>

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	169,663,805.00	169,663,805.00	169,663,805.00	169,663,805.00
Percent Change from Previous Year		N/A	N/A	N/A
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
<b>Necessary Small School Standard (COLA plus Economic Recovery Target Payment, Step 2e, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	547,534,999.00	536,105,269.00	530,607,306.00	522,083,800.00
District's Projected Change in LCFF Revenue:		-2.09%	-1.03%	-1.61%
<b>LCFF Revenue Standard:</b>		<b>-1.66% to .34%</b>	<b>-1.24% to .76%</b>	<b>-1.71% to .29%</b>
<b>Status:</b>		Not Met	Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

**Explanation:**  
(required if NOT met)

The funded ADA for 2019-20 was projected at a loss of 1841.31 and the COLA was reduced from 3.70% in 2018-19 to 3.26% in 2019-20.

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2016-17)	360,728,850.98	423,240,461.35	85.2%
Second Prior Year (2017-18)	361,936,381.20	427,604,606.10	84.6%
First Prior Year (2018-19)	373,839,093.02	431,555,507.19	86.6%
	Historical Average Ratio:		85.5%

District's Reserve Standard Percentage (Criterion 10B, Line 4):	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	2.0%	2.0%	2.0%
	<b>82.5% to 88.5%</b>	<b>82.5% to 88.5%</b>	<b>82.5% to 88.5%</b>

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2019-20)	388,761,439.92	462,029,566.18	84.1%	Met
1st Subsequent Year (2020-21)	390,018,810.50	427,621,686.77	91.2%	Not Met
2nd Subsequent Year (2021-22)	387,686,203.56	415,085,897.31	93.4%	Not Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

**Explanation:**  
(required if NOT met)

The District planned an ongoing reduction of \$43 million starting in 2020-21 to ensure continued fiscal solvency. The Superintendent is working in conjunction with the Board and Stakeholders to identify these adjustments. The details of such adjustments will be provided at the 2020-21 Budget Development.

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	-0.66%	-0.24%	-0.71%
<b>2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):</b>	<b>-10.66% to 9.34%</b>	<b>-10.24% to 9.76%</b>	<b>-10.71% to 9.29%</b>
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-5.66% to 4.34%	-5.24% to 4.76%	-5.71% to 4.29%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2018-19)	44,914,976.04		
Budget Year (2019-20)	43,122,827.82	-3.99%	No
1st Subsequent Year (2020-21)	42,332,943.50	-1.83%	No
2nd Subsequent Year (2021-22)	42,332,943.50	0.00%	No

**Explanation:**  
(required if Yes)

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)</b>			
First Prior Year (2018-19)	94,330,311.07		
Budget Year (2019-20)	85,103,190.74	-9.78%	Yes
1st Subsequent Year (2020-21)	83,743,132.76	-1.60%	No
2nd Subsequent Year (2021-22)	84,784,180.15	1.24%	No

**Explanation:**  
(required if Yes)

There will be no one-time Mandate Funds for Outstanding Mandate Claims funds of \$8.6 million in the out years; expiration of Career Technical Education Incentive Grant program of \$5.9 million; expiration of Specialized Secondary program of \$0.11 million; adjustments to Lottery funds to exclude prior year adjustments; increase Special Education funding by \$7.5 million to include an ongoing Special Education Concentration funds of \$5M and a one-time Special Education Concentration funds of \$2.5M; expiration of College and Career Block Grant of \$1.8M.

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)</b>			
First Prior Year (2018-19)	9,202,479.36		
Budget Year (2019-20)	4,565,808.98	-50.39%	Yes
1st Subsequent Year (2020-21)	4,536,449.98	-0.64%	No
2nd Subsequent Year (2021-22)	4,456,697.38	-1.76%	No

**Explanation:**  
(required if Yes)

A reduction of projected interest and local revenue of \$4.6 million.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)</b>			
First Prior Year (2018-19)	28,241,858.25		
Budget Year (2019-20)	37,739,206.12	33.63%	Yes
1st Subsequent Year (2020-21)	42,060,143.44	11.45%	Yes
2nd Subsequent Year (2021-22)	30,519,993.86	-27.44%	Yes

**Explanation:**  
(required if Yes)

The District budgeted \$8M for Social Studies textbooks adoption for elementary and secondary schools in 2019-20. In 2020-21 the District budgeted an additional \$4M for Science textbooks adoption for TK through grades 12. There will be no textbooks adoptions in 2021-22.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2018-19)	69,994,144.20		
Budget Year (2019-20)	72,573,620.08	3.69%	No
1st Subsequent Year (2020-21)	72,774,848.51	0.28%	No
2nd Subsequent Year (2021-22)	73,299,117.70	0.72%	No

**Explanation:**  
(required if Yes)

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2018-19)	148,447,766.47		
Budget Year (2019-20)	132,791,827.54	-10.55%	Met
1st Subsequent Year (2020-21)	130,612,526.24	-1.64%	Met
2nd Subsequent Year (2021-22)	131,573,821.03	0.74%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2018-19)	98,236,002.45		
Budget Year (2019-20)	110,312,826.20	12.29%	Not Met
1st Subsequent Year (2020-21)	114,834,991.95	4.10%	Met
2nd Subsequent Year (2021-22)	103,819,111.56	-9.59%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**

Federal Revenue  
(linked from 6B  
if NOT met)

**Explanation:**

Other State Revenue  
(linked from 6B  
if NOT met)

**Explanation:**

Other Local Revenue  
(linked from 6B  
if NOT met)

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**

Books and Supplies  
(linked from 6B  
if NOT met)

The District budgeted \$8M for Social Studies textbooks adoption for elementary and secondary schools in 2019-20. In 2020-21 the District budgeted an additional \$4M for Science textbooks adoption for TK through grades 12. There will be no textbooks adoptions in 2021-22.

**Explanation:**

Services and Other Exps  
(linked from 6B  
if NOT met)

**7. CRITERION: Facilities Maintenance**

**STANDARD:** Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

**DATA ENTRY:** Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? No
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223) 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	697,395,138.32				
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)	0.00	3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution <sup>1</sup> to the Ongoing and Major Maintenance Account		Status
c. Net Budgeted Expenditures and Other Financing Uses	697,395,138.32	20,921,854.15	20,921,854.15		Met

<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- |  |   |
|--|---|
|  | Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998) |
|  | Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])                               |
|  | Other (explanation must be provided)  |

**Explanation:**  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2016-17)	Second Prior Year (2017-18)	First Prior Year (2018-19)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	25,445,158.58	45,564,822.23	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	12,931,648.17	13,018,521.00	13,132,275.18
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	7,689,879.80	81,506,428.21
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	38,376,806.75	66,273,223.03	94,638,703.39
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	646,582,408.52	650,926,031.81	656,613,758.92
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	646,582,408.52	650,926,031.81	656,613,758.92
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	5.9%	10.2%	14.4%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>2.0%</b>	<b>3.4%</b>	<b>4.8%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2016-17)	12,756,454.72	452,457,240.48	N/A	Met
Second Prior Year (2017-18)	(1,250,539.72)	449,347,490.04	0.3%	Met
First Prior Year (2018-19)	19,208,708.91	436,853,624.90	N/A	Met
Budget Year (2019-20) (Information only)	(41,952,603.86)	467,254,275.96		

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

**Explanation:**  
(required if NOT met)

**9. CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

**9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2016-17)	55,104,038.43	71,474,809.52	N/A	Met
Second Prior Year (2017-18)	73,948,216.69	79,177,028.60	N/A	Met
First Prior Year (2018-19)	74,321,980.35	76,619,994.48	N/A	Met
Budget Year (2019-20) (Information only)	95,828,703.39			

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)



**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$69,000 (greater of)	0	to	300
4% or \$69,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	43,491	41,958	40,426
<b>District's Reserve Standard Percentage Level:</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	697,395,138.32	659,137,242.73	648,341,637.13
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	697,395,138.32	659,137,242.73	648,341,637.13
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	13,947,902.77	13,182,744.85	12,966,832.74
6. Reserve Standard - by Amount (\$69,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. <b>District's Reserve Standard (Greater of Line B5 or Line B6)</b>	<b>13,947,902.77</b>	<b>13,182,744.85</b>	<b>12,966,832.74</b>

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.  
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	13,947,902.77	13,182,744.85	12,966,832.74
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	35,717,564.76	18,592,319.76	3,736,682.23
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	49,665,467.53	31,775,064.61	16,703,514.97
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	7.12%	4.82%	2.58%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>13,947,902.77</b>	<b>13,182,744.85</b>	<b>12,966,832.74</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

---

**SUPPLEMENTAL INFORMATION**

---

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

- 1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Use of Ongoing Revenues for One-time Expenditures**

- 1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

- 1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

- 1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2018-19)	(92,719,310.52)			
Budget Year (2019-20)	(98,878,313.62)	6,159,003.10	6.6%	Met
1st Subsequent Year (2020-21)	(103,623,328.49)	4,745,014.87	4.8%	Met
2nd Subsequent Year (2021-22)	(104,614,303.27)	990,974.78	1.0%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2018-19)	237.61			
Budget Year (2019-20)	0.00	(237.61)	-100.0%	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2018-19)	5,298,117.71			
Budget Year (2019-20)	5,224,709.78	(73,407.93)	-1.4%	Met
1st Subsequent Year (2020-21)	5,343,649.80	118,940.02	2.3%	Met
2nd Subsequent Year (2021-22)	5,462,611.72	118,961.92	2.2%	Met

1d. **Impact of Capital Projects**  
Do you have any capital projects that may impact the general fund operational budget? No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)



**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?  (If No, skip item 2 and Sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2019
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	18	Fund 56	Fund 56	65,249,852
General Obligation Bonds	29	Fund 51	Fund 51	298,727,205
Supp Early Retirement Program				3,872,000
State School Building Loans				
Compensated Absences	ongoing	General Fund	General Fund	3,392,837

Other Long-term Commitments (do not include OPEB):

CTE Facilities		General Fund	General Fund	153,608
2005 QZAB		General Fund/Fund 56	General Fund/Fund 56	4,500,000
Construction Loan		Fund 40	Fund 56	12,681,027
<b>TOTAL:</b>				<b>388,576,529</b>

Type of Commitment (continued)	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases				
Certificates of Participation	5,930,872	6,610,524	6,480,030	6,349,024
General Obligation Bonds	13,005,000	12,580,000	13,185,000	13,435,000
Supp Early Retirement Program		968,000	968,000	968,000
State School Building Loans				
Compensated Absences	1,573,664	1,573,664	1,573,664	1,573,664
Other Long-term Commitments (continued):				
CTE Facilities	153,608	153,608	0	0
2005 QZAB	230,810	230,810	230,810	230,810
Construction Loan	1,503,881	1,556,702	1,607,753	
<b>Total Annual Payments:</b>	<b>22,397,835</b>	<b>23,673,308</b>	<b>24,045,257</b>	<b>22,556,498</b>
<b>Has total annual payment increased over prior year (2018-19)?</b>		<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

---

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

---

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

**Explanation:**  
(required if Yes  
to increase in total  
annual payments)

Payments in long term debt are scheduled to increase due to Certificates of Participation, General Obligation Bond payment schedules, Supplemental Early Retirement Program (PARS), and the repayment of the Lease/Purchase loan.

---

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

---

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

- 2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2. For the district's OPEB:  
a. Are they lifetime benefits?

No

b. Do benefits continue past age 65?

Yes

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Medical and dental benefits are provided varying from 8 to 13 years depending on length in service, but not beyond age 65.\* Requires service from 10 years for up to 8 years of coverage to 35 years for up to 13 years of coverage. Minimum age requirement is retirement under CalSTRS or CalPERS. The district contribution is 100% to cap and the cap is the lowest cost HMO.\*\* Age 70 for those hired before 4/28/99 for certificated, 7/1/98 for classified. \*\*Those hired prior to a date that varies by employee group are not limited to the lowest cost HMO. All employees subject to employee contribution that varies by medical plan selected.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	16,232,367	50,019,963

4. OPEB Liabilities

- a. Total OPEB liability
- b. OPEB plan(s) fiduciary net position (if applicable)
- c. Total/Net OPEB liability (Line 4a minus Line 4b)
- d. Is total OPEB liability based on the district's estimate or an actuarial valuation?
- e. If based on an actuarial valuation, indicate the date of the OPEB valuation

188,173,655.00
50,633,652.00
137,540,003.00
Actuarial
Jun 30, 2018

5. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method
- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)
- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
- d. Number of retirees receiving OPEB benefits

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	0.00	0.00	0.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	32,495,522.19	32,325,647.00	32,191,432.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	10,517,402.00	11,263,505.00	11,923,946.00
d. Number of retirees receiving OPEB benefits	792	792	792



**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

Yes
-----

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

Self Insured, self administered workers' compensation program: Self-insured retention at one million; excess coverage purchased. Actuarial annual basis as of June 30, 2017.
--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs  
b. Unfunded liability for self-insurance programs

12,384,817.00
0.00

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs  
b. Amount contributed (funded) for self-insurance programs

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
a. Required contribution (funding) for self-insurance programs	5,112,750.00	5,112,750.00	5,112,750.00
b. Amount contributed (funded) for self-insurance programs	5,507,710.53	5,462,615.00	5,418,818.00

**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,394.0	2,393.4	2,340.4	2,287.4

**Certificated (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

Yes
-----

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

--

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

May 21, 2019
--------------

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

Yes
-----

If Yes, date of Superintendent and CBO certification:

May 10, 2019
--------------

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

No
----

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: 

Jul 01, 2019
--------------

End Date: 

Jun 30, 2020
--------------

5. Salary settlement:

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	Yes	Yes	Yes

**One Year Agreement**

Total cost of salary settlement	6,404,951	6,420,472	6,468,626
---------------------------------	-----------	-----------	-----------

% change in salary schedule from prior year  
or

2.0%
------

**Multiyear Agreement**

Total cost of salary settlement			
---------------------------------	--	--	--

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--



**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of classified (non-management) FTE positions	1,689.3	1,873.3	1,873.3	1,873.3

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

We have unsettled negotiations for 19-20 for CSEA and SASPOA.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?  
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?  
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

**One Year Agreement**

Total cost of salary settlement		
% change in salary schedule from prior year		

or

**Multiyear Agreement**

Total cost of salary settlement		
% change in salary schedule from prior year (may enter text, such as "Reopener")		

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 1,321,983

7. Amount included for any tentative salary schedule increases

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
	0	0	0

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
25,458,920	26,663,689	27,945,772
80.0%	80.0%	80.0%
6.0%	6.0%	6.0%

**Classified (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

No		
----	--	--

**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
330,496	346,983	351,755
0.3%	0.3%	0.3%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
No	No	No
No	No	No

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

---

---

---

---

---

---

---

---

---

---

**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of management, supervisor, and confidential FTE positions	196.2	215.1	215.1	215.1

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No
----

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

Negotiations have not been settled for 2019-20 for Certificated Management, Classified Management, or Confidential.
---

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

376,126
---------

4. Amount included for any tentative salary schedule increases

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Amount included for any tentative salary schedule increases	0	0	0

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	2,923,398	3,061,739	3,208,959
Percent of H&W cost paid by employer	89.0%	89.0%	89.0%
Percent projected change in H&W cost over prior year	6.0%	6.0%	6.0%

**Management/Supervisor/Confidential Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments	282,094	73,184	73,685
Percent change in step & column over prior year	0.8%	0.8%	0.8%

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are costs of other benefits included in the budget and MYPs?	No	No	No
Total cost of other benefits	0	0	0
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?

Yes
-----

2. Approval date for adoption of the LCAP or approval of an update to the LCAP.

Jun 25, 2019
--------------

**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services and Expenditures?

Yes
-----

---

---

## ADDITIONAL FISCAL INDICATORS

---

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- |  |                                  |
|--|----------------------------------|
| A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?   | <input type="text" value="No"/>  |
| A2. Is the system of personnel position control independent from the payroll system?   | <input type="text" value="Yes"/> |
| A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)   | <input type="text" value="Yes"/> |
| A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?  | <input type="text" value="No"/>  |
| A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | <input type="text" value="No"/>  |
| A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?  | <input type="text" value="No"/>  |
| A7. Is the district's financial system independent of the county office system?  | <input type="text" value="Yes"/> |
| A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)   | <input type="text" value="No"/>  |
| A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?  | <input type="text" value="Yes"/> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**  
(optional)

A2. The District's Human Resources and Position Control modules are interfaced with the County's payroll system. A3. The district is projecting a loss of 1,590 students in 2019-20 and an additional 1,590 students in 2020-21. A7. While our finasystem is independent the district and county office work closely to ensure that our records are in sync. A9. Our Deputy Superintendent of Administrative Services, Dr. Thomas Stekol, began 10/22/2018.





**SANTA ANA**  
UNIFIED SCHOOL DISTRICT

1601 East Chestnut Avenue  
Santa Ana, CA 92701-6322  
714.558.5501



Produced by the SAUSD Publications Dept.

## **11. Regular Agenda - Action Items**

---

<b>Subject</b>	<b>11.1 Approval of Submission of Part I, Consolidated Application and Reporting System for funding to California State Department of Education for 2019-20 School Year</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	
Goals	<p>GOAL 4 - Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs</p> <p>ACTION 4.6 - Provide interventions, supplemental and core replacement programs in order to ensure equitable student access to a high quality rigorous, CA state standards - based, core instructional program with CA standards for all sub-groups.</p> <p>SERVICES 4.06001 Intervention programs</p>

### **AGENDA ITEM BACKUP SHEET**

**TITLE:** Approval of Submission of Part I, Consolidated Application and Reporting System for funding to California State Department of Education for 2019-20 School Year

**ITEM:** Action

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

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

#### **ITEM SUMMARY:**

- Approval of Consolidated Application for federal funding
- Required application for district to participate and receive Title I, Title II, Title III, and Title IV funding
- ConApp Part I required district and site data to determine allocations

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to submit Part I of the Consolidated Application and Reporting System (CARS) to the California State Department of Education (CDE) for the 2019-20 school year for continued funding for major Federal categorical programs. The Spring Release of the 2019–20 Consolidated Application (ConApp) for Funding Categorical Aid Programs collects information related to local educational agencies intention to participate in 2019–20 consolidated application programs, legal assurances of compliance as required by state and federal statute, and other required program participation information. The CARS serves as the District’s intention to participate in the following categorical programs:

- ESSA, Title I, Part A, Academic Achievement of the Disadvantaged
- ESSA, Title II, Part A Improving Teacher Quality
- ESSA, Title III, Part A, Language Instruction, EL
- ESSA, Title III, Part A, Immigrant
- ESSA, Title IV, Part A Student Support and Academic Enrichment

#### **RATIONALE:**

The ConApp is required to be locally board approved for all districts participating in Federal Programs. The ConApp is required to be locally board approved prior to submission before June 30 and serves as Part I of the formal request for federal funds.

#### **FUNDING:**

No Fiscal Impact

**RECOMMENDATION:**

Approve submission of Part I of the Consolidated Application and Reporting System to the California State Department of Education for the 2019-20 school year.

## 11. Regular Agenda - Action Items

---

<b>Subject</b>	<b>11.2 Approval of the Local Control and Accountability Plan (LCAP) Federal Addendum</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of the Local Control and Accountability Plan (LCAP) Federal Addendum

**ITEM:** Action

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

**PREPARED BY:** Nuria Solis, Director, English Learner Programs & Student Achievement

**ITEM SUMMARY:**

- Required by ESSA as part of the LEA Plan Requirement
- Ensures that districts are meeting ESSA provisions not included in the LCAP
- Describes the supplemental programs funded by Title I, Title II, Title III, and Title IV
- Required to apply for ESSA funds on the Consolidated Applicationh

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Local Control and Accountability Plan (LCAP) Federal Addendum. Recent changes in federal LEA planning requirements have allowed districts in California to consolidate federal and state plans and eliminate redundancy. Under No Child Left Behind (NCLB), districts participating in federal programs were required to submit an LEA plan to CDE in addition to the Local Control Accountability Plan (LCAP) submitted to the state. Two separate state and federal plans created redundancy and California was seeking a more streamlined process that met all LEA plan requirements. In 2018, California's ESSA State plan was approved and allows districts to submit an LCAP Federal Addendum as part of the new LEA Plan requirements. Currently, districts participating in federal program that receive federal funds must submit three documents to meet LEA plan requirements: the LCAP, ConApp, and the LCAP Federal Addendum.

**RATIONALE:**

As a district that receives federal funding through the ConApp, SAUSD is required to submit an LCAP Federal Addendum to document their approach to maximizing the impact of federal investments in support of underserved students.

The LCAP Addendum must be board approved before districts can apply for ESSA funds on the Consolidated Application due June 30, 2019.

**FUNDING:**

No Fiscal Impact

**RECOMMENDATION:**

Approve the LCAP Federal Addendum for the 2019-20 school year.

<p>File Attachments  <a href="#">Information- LCAP federal Addendum for board.pdf (736 KB)</a></p>
--

# Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

## LEA name:

Santa Ana Unified School District

## CDS code:

30666703036357

## Link to the LCAP:

*(optional)*

## For which ESSA programs will your LEA apply?

Choose from:

### TITLE I, PART A

Improving Basic Programs Operated by  
State and Local Educational Agencies

### TITLE I, PART D

Prevention and Intervention Programs for  
Children and Youth Who Are Neglected,  
Delinquent, or At-Risk

### TITLE II, PART A

Supporting Effective Instruction

### TITLE III, PART A

Language Instruction for English Learners  
and Immigrant Students

### TITLE IV, PART A

Student Support and Academic  
Enrichment Grants

*In the following pages*

# Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## **Strategy**

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The following are major priority areas in the district LCAP:

- Access to a high quality core curricular and instructional program.
- Collaboration and communication across all levels to support and promote engagement and school connectedness amongst students, staff, families and community.
- Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all. (BASE)
- Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs.

The following are significant actions for all students in the LCAP as well as English Learners and low income students:

- Provide equitable access to courses and supports that will develop college and career readiness which may include A-G approved classes, CTE pathways, Advanced Placement (AP) courses and summer bridge programs, International Baccalaureate (IB) program, Early College/dual enrollment
- Ensure that all schools provide students with access to math and science core programs that build awareness and academic proficiency in Science Technology Engineering Arts Mathematics (STEM/STEAM) core content.
- Cultivate and provide high quality instructional leadership that ensures equitable student access to core curricular and instructional program
- Ensure equitable access for all sub-groups, including low income pupils to enrichment opportunities (i.e. STEM, CTE Visual and Performing Arts (VAPA), foreign language. Provide access to targeted students within all sub-groups to extended learning opportunities by expanding before, after and Saturday school programs, tutoring, summer school programs, and access to transportation services as needed.
- Provide timely and appropriate services to English learners and reclassified English learners in need of support with linguistic and/or academic skills to successfully access, engage and interact with grade-level content commensurate with their English-only peers.

Each school that receives Title I conducts a comprehensive needs assessment to determine needs and priorities and targets site level Title I funds to best meet those needs. Programs range from socio-emotional support to

reading intervention to math tutoring. Depending on the needs of students at each site, stakeholders and the SSC come together to implement programs that best meet the needs of struggling students and align with the district's LCAP goals. Each Title I program at all sites are evaluated annually for effectiveness and modified, continued or eliminated based on the results of that review.

Title II Supports the following Programs beyond what is in the LCAP:

Teacher Induction

Admin. Induction

Aspiring Admin. Academy

National Institute of School Leaders

CORE Districts- Employs Improvement Science to promote math at intermediate schools

PAR

Data Experts

Co- Teaching: Sustaining Classroom Partnerships

Universal Design for Learning for Gen and Special Ed. Teachers

Mentor and Coaching Pathways: Beginning, Intermediate and Advanced Levels

Promoting cross-content literacy

Expository Reading and Writing

Music Instruction PD for VAPA educators

GATE certification

Schools receiving Title I funds develop school plans that derive from a needs assessment that prioritizes areas to target funds for student improvement. Throughout the process, stakeholders are consulted and the SSC and ELAC provide input and valued perspective on how Title I funds are allocated and if programs funded with Title I are effective. District personnel review SPSAs throughout the year and work closely with schools to ensure the alignment of school plans and LCAP goals and priorities. Each SPSA must specify and align with district LCAP goals. The LCAP goals and metrics serve as signposts for school to aim for, and the individual school plans are clear plans for how to reach that destination.

## **Alignment**

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The Santa Ana Unified School District Board of Education Vision and Mission reflect the district path to providing a rigorous academic program with career based learning and workplace experience to ensure all students are college and career ready and prepared to assume the role as path of the global community. We work collaboratively with staff, parents, and community to strengthen the learning environment focused on raising the achievement of all students and preparing them for success in college and career.

What processes does the district have in place to ensure funds from state and federal sources are used in a coherent manner to support achievement of the LEA's vision/mission and goals for all students?

To promote a culture of data-driven decision-making and to maximize the use of state and federal resources to support at-risk students, Santa Ana Unified takes a multi-pronged approach: 1) develops a plan that embeds data into existing structures; 2) makes data accessible to all stakeholders; and 3) engages stakeholders in identifying issues and areas of needs at the student subgroup level. As mentioned in the previous section, SAUSD employs a district wide Instructional Leadership Cycle at each school to build momentum around shared Instructional Leadership Cycle at each school to build momentum around shared instructional problems of practices and ensure alignment of resources to support the the most at-risk students. To support this process, SAUSD has created Key Performance Indicators (KPIs), a KPI visiting team led by district leaders and other support personnel and data that is refreshed and accessible to site, as well as District personnel. Data Warehouse and



are updated three times per year at the beginning, mid and end of year. Because these data are accessible via our Data Warehouse, stakeholders can access outcomes by subgroup down to the individual student level, where intervention

We employ a district wide Instructional Leadership Cycle at each school in order to build momentum around shared instructional problems of practices and to ensure alignment of resources to the most pressing needs of students. To support a focus on classroom level practices and to build a culture of public, reflective instructional practice, Key Performance Indicators (KPIs) have been created in alignment with our LCAP goals. Each school is assigned a KPI team with district leaders and curriculum/program experts that implement a KPI visit structure to support site level reflection, collective feedback, and revision and planning for next steps. An essential element of the Instructional Leadership Cycle and KPI process is the development and alignment of the School Plan for Student Achievement (SPSA). The SPSA outlines each school's plan to align resources to the desired outcomes of the LCAP and KPI goals.

In 2018-19, for example, there were 8 KPI goal areas, including ELA and Math Performance, English Learner progress, Parent Involvement, College and Career focused school culture, School Safety, Chronic Absenteeism, and the school's system of intervention and supports for struggling students. We developed data dashboard for each of the goal areas, and visiting district KPI teams worked collaboratively with each school site leadership team to progress monitor through the KPI visit protocol.

District priorities, included information about district funded services and initiatives, are communicated through a variety of channels. Our Instructional Leadership Cycle engages principals and school leadership teams in periodic site visits to schools to review Key Performance Indicators (KPIs) which outline our district priorities, including the metrics we are using to hold schools and our district collectively accountable for improvement. The KPIs are developed in collaboration with school and district leaders, and clearly outline expectations for improved performance. Each principal is also responsible for developing a "principal's summit" to kick off the year, providing a strategic overview for how district priorities will be addressed during the upcoming year. Each principal receives individual feedback on their plan from the district team. We also hold monthly Instructional Leadership Meetings, where principals and district administrators come together to discuss our efforts and any corresponding challenges to implementation. In those settings, we discuss funding arrangements and plans.

How are decisions made about use of federal district level funds such as Title II and III? Consider planning/collaboration among program offices.

District personnel review SPSAs throughout the year and work closely with schools to ensure the alignment of school plans and LCAP goals and priorities. Each SPSA must specify and align with district LCAP goals. The LCAP goals and metrics serve as signposts for school to aim for, and the individual school plans are clear plans for how to reach that destination.

# ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

## TITLE I, PART A

### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

### Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry

professionals and, if appropriate, academic credit.

# TITLE II, PART A

## Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

# TITLE III, PART A

## Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 <i>(as applicable)</i>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

# ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

# TITLE I, PART A

## Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

# ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

## TITLE I, PART A

### Educator Equity

#### ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Human Resources works with Fiscal Services to identify projections for each upcoming school year. The enrollment trends are reviewed for each school against the educational plans and staff allocations. Santa Ana Unified School District (SAUSD) and Santa Ana Educators Association (SAEA) have a Collective Bargaining Agreement (CBA) that governs the method for transferring and re-assigning staff from school to school. Within the confines of this CBA SAUSD Human Resources will work with Fiscal services to review budget allocations, Education Services to review program and instructional goals, and adjust placements based on Facilities modernization plans (Maintenance, Upgrades, and New Construction).

Data from the 2015/16 school year the District Experience Report demonstrates certificated staff average years of service is 15, with the average years within the District is 14. SAUSD first year average is 117, with 36 of those teachers in their second year. Data from the 2016/17 school year shows the average years of certificated service are 15 years, with the average years within the district being 13 years. Additionally, the number of first year teachers increase to 124 teachers. This is an increase of 7 teachers in their first year of service. SAUSD is a district with 96% Hispanic population. Of the student population approximately 41% of students are English Learners. As well, 91% of the SAUSD student population is eligible for the free and reduced-price meals program.

Based on the demographic and needs information stated above, and due to the fact that SAUSD is a Title I District low income students and/or minority students are not taught at higher rates than other students by ineffective teachers. As well, low-income and minority students are not taught at higher rates than other students by inexperienced teachers. And finally, low-income and minority students are not taught at higher rates than other students by out-of-field teachers.

At the time of hire for all certificated contracts, HR meets with each individual and reviews their credentials. This effort is made to ensure proper placement within their credential area. SAUSD will begin to implement Bi-Annual Master Schedule reviews to

monitor continued adherence to credential placement. This will also enable for smooth transition into the new credential auditing process being implemented by CTC next year. In the event a staff member is misassigned after they begin their contract for the school year, HR will contact the site to confirm the missassignment is correct then look at solutions to either apply for any waiver the employee is eligible for, or remove them from the section or grade level and place the proper credentialed staff member in the assignment. Currently SAUSD does not have any misassigned teachers.

SAUSD HR works to support Goal 1 by ensuring students have equitable access to high-quality core curricular instruction by recruiting teachers with the proper credentials and education. Through reviewing staff credentials against Master Schedules HR can confirm staff are placed in the appropriate assignments. In the event it was to be that a teacher was misassigned HR would notify the site administrator immediately. HR would then contact the specific teacher to confirm they do not possess the credential in question. In the event a waiver may be applied for HR would guide the staff member through the application process and inform OCDE. Were there no waiver available HR would work within the language of the CBA to remove the student from the assignment. Communication would be made with the site administration regarding the process of moving the staff from this assignment and HR would work with Ed Services to inform parents of the change, the rationale for the change and the solution to the issue.

SAUSD worked with various stakeholders to determine the educational needs of the students. HR worked as one of those stakeholders that worked with Educational Services by providing input on the District's LCAP. Input from HR reflected efforts to meet the staffing needs of the students based on Priority 1 - Basic Services while insuring credential integrity and education equity. Staffing for educational programs reflected community stakeholder input which reinforce efforts by HR to ensure gaps in equity were not created.

## Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

SAUSD will assist parents/guardians/families in understanding such topics as the state's standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children. FACE staff at each site, staff will support, train and inform parents/guardians/families to ensure that they are well aware on how to track their children's progress and improve student achievement.

Through the Wellness Centers at each site, parents will have the opportunity to take workshops and have access to resources which will help them develop skills to use at home that support their children's academic efforts, including literacy training and technology. SAUSD and each site will provide materials, resources, and training to help parents/guardians/families work with students to improve performance and foster parent/guardian/family engagement.

Through trainings and monthly meetings, site staff will be trained on effective techniques to ensure parents and families can support their children in classroom learning activities. In collaboration with each site's administrative team, FACE staff will offer professional development and support for teachers, principals, and other staff in how to effectively collaborate and communication with parents/guardians as equal partners in their child's education. Through the School Site Council, an assessment of parent and family needs to improve student academic outcomes using a needs assessment survey will take place annually to determine which parent and family programs are needed at the school site to support student academic success.

Using the FACE Matrix, SAUSD will collaborate with local agencies, provide sub grants to schools to enable such schools to collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement. Through the practice of family and community engagement, SAUSD and FACE staff will collaborate with community organizations and other organizations or employers with a history of success in improving and increasing the engagement of parents and families for the purposes of improving student achievement.

In collaboration with the English Learner Department, the Community Relations Department made an open invitation to all DAC/DELAC site representatives to attend two meetings to develop the District Parent and Family Engagement Policy. Through this special committee meeting, the Parent and Family Engagement Policy was reviewed and revised and approved by the general District English Learner Advisory Committee (DELAC) membership. The meeting was conducted in Spanish and English and the policy was also provided in both languages. After a collaborative conversation between representatives and District staff, the approved policy was presented to the entire DAC/DELAC body during a meeting. The Policy was approved and brought forth for approval. The PEP was distributed to school representatives at a district meeting and schools made copies and distributed the policy at site level parent meetings.

Through LCAP stakeholder meetings and DAC/DELAC membership meetings, parents have been and continue to be involved and have a voice in the decision-making process about the parent and family engagement activities. SAUSD reserves at least one percent of its allocation to carry out parent and family engagement activities. All site level communication with parents is presented in English and Spanish and other languages relevant to the school population. Copies of these communications are kept on file at school sites and reviewed annually to ensure proper distribution.

Through the SAUSD family and community engagement practice, the community and the school that reflects the needs of each community to build capacity and provide resources that support parents, guardians and families with the socio-emotional and academic development of the students according to the SAUSD matrix of families and community engagement. Annually schools conduct needs assessments to determine parent needs regarding English Learners and all learners. Results of the needs assessment are reviewed by elected stakeholder groups and prioritized as funding and resources permit.

At a District level, opportunities to engage and inform family and community members will take place during the following regular meetings: LCAP, CAC, DAC/DELAC and Board Meetings. At each site, families and community will be able to engage through a yearly LCAP meeting, monthly School Site Meetings, and parent meetings.

SAUSD continues to increase its practice of engagement with parents and families through continuous reflection and evaluation of the specific needs of each school community.



## **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

*Describe, in general, the nature of the programs to be conducted by the schools within the LEA under Schoolwide Programs (SWP) and Targeted Assistance Schools (TAS). Including, but not limited to: methods and instructional strategies that strengthen the academic program, how the quality of learning time is increased, how you are providing enriched/accelerated curriculum, how the needs are addressed of those at risk of not meeting academic standards, how the TAS program will coordinate with and support the regular education program of the school, the professional development that will be provided for personnel who work with eligible children, and strategies to increase parent involvement of eligible students.*

SAUSD's 55 schools operate as a Schoolwide Program and implement programs targeting students at risk of not meeting the challenging academic standards. Each school annually updates its School Plan for Student Achievement (SPSA) to include an assessment of school needs, goals, strategies and activities to meet those needs, as well as an annual review of programs to determine effectiveness. The SPSA is revised and updated with the input of various stakeholder groups, English Learners Advisory Committee (ELAC), staff and student input and other parent groups. After an assessment of needs and an articulation of priorities the School Site Council deliberates allocates funds to activities and programs that best meet the school needs. Each Winter SPSAs are sent to the school board for approval and programs are evaluated for effectiveness each Spring.

The SPSAs strategies and activities are organized into School Climate, ELA, EL Progress, Math and Parent goals where each school articulates its instructional program for tier I, tier II, and tier III students. Within each academic goal are schoolwide programs that include professional development, integration of technology and specific instructional strategies intended to meet the needs of each respective tier and student subgroup. As a district with a large number of English Learners, schools integrate EL strategies across the curriculum to ensure that English Learners have access to the core and the rigors necessary to rapidly acquire academic English. District level specialists work with teachers and sites to model effective instructional practices across the curriculum and ensure that instructional time during the school day is maximized.

Built into our district LCAP are funds for targeted intervention to support struggling students before and after school. Schools used formative and summative assessments to determine which students were most at risk and needed intervention in order to maintain course to meeting academic standards. Schools were able to use these resources to meet the academic needs of struggling students and redirect Title I resources to high need, tier III students. A large majority of schools further identified socio-emotional support as a high priority need to meet the difficult emotional challenges in students' lives and enable them to thrive academically. Subsequently, staff and

teacher development has been focused on creating school environments where student can thrive emotionally and socially.

Family and Community Engagement Specialists have been deployed throughout the district to help support the opening of parent centers at each school and support the needs of parents as well as facilitate the engagement of parents in the academic success of their children. These centers are the community hubs for each school and serve to identify parent needs and hear parent voices and input.

SAUSD has one Title I school operating as a Targeted Assistance program. This school conducts a comprehensive needs assessment based on academic data, stakeholder input, including teacher and parent participation to determine student needs. The needs determined from that review are subsequently prioritized through stakeholder input and SSC discussion and review and the SSC determines how best to allocate Title I funds. In this case, Math support was a high need for this school and students were referred for various levels of intervention based on local and state assessment data, formative assessments and teacher and parent referrals. Once students were identified for services, local addresses were verified and services were delivered throughout the year to eligible students.

## Homeless Children and Youth Services

### ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

*Describe the services the LEA provides homeless children and youths, including services provided with funds, including services to support the (1) enrollment, (2) attendance, and (3) success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act.*

Barriers have been removed for McKinney-Vento homeless children and youth regarding enrollment. If a student/family does not have the required documentation to register for school, including proof of residency, proof of immunizations and records of past school attendance, sites are trained to accept what they do have or say and enroll the student and have them attend immediately. The District Liaison is contacted to follow up on any necessary paperwork that can be tracked down.

Santa Ana Unified School District provides written information for parents and students regarding their rights under McKinney-Vento education code. Schools have posters, brochures and flyers regarding parent and student rights for homeless services in language that is comprehensible. Additionally, a small, easy read pamphlet is also provided for the parent/student to take home.

Training is provided annually for parents at the District level by the District McKinney-Vento Liaison and at the site level by the Site Homeless Designees. Through our district Administrative Regulations and Board Policies, students who are homeless are not segregated. Any and all gatherings of homeless students or parents, include those who are not facing homelessness so as not to stigmatize anyone.

SAUSD appointed a District Liaison who coordinates activities, trains community agencies on the requirements and legislation of McKinney-Vento, with the emphasis on ensuring immediate enrollment, participation and equal access to opportunities leading to school success.

District staff are made aware of the responsibilities of the District Homeless Liaison through regular and ongoing professional development activities. McKinney-Vento students are encouraged to remain in their school of origin and/or Pathway of Matriculation throughout their status as homeless, even if they have moved out of the boundaries of the school and/or the District, as long as it is in the best interest of the student (and requested) to do so.

The District Liaison, annually and at regular intervals throughout the year, reviews the status of identified McKinney-Vento students in 11th and 12th grade for the possibility to graduate under AB 1806. This includes courses completed and/or needed as well as credits completed and/or needed. Additionally, the District Liaison ensures services for the homeless students are comparable to those of students not facing homelessness. While reviewing status of McKinney-Vento students, the District Liaison ensures students who move are given the appropriate credits or partial credits based on the formula on file.

Students who are 12th grade Unaccompanied Youth, McKinney-Vento or not, are offered the FAFSA letter provided by the District Liaison, for their college application.

Annually, there is an inventory of the control numbers of any and all equipment purchased with reservation of Title 1 funds for homeless students. That is turned in upon request so that the location of the equipment can be monitored.

If there is a dispute regarding placement of a McKinney-Vento student, the District Dispute Resolution Policy is to place the student at the requested location and then follow the process of the dispute.

## Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

### THIS ESSA PROVISION IS ADDRESSED BELOW:

*If applicable, describe how the LEA will support, coordinate, and integrate services provided under this part by implementing strategies to facilitate effective transitions for students from:*

*Early childhood education programs at the LEA or individual school level to local elementary school programs, if applicable*

*Middle grades to high school, if applicable*

*High school to post-secondary education including, if applicable, (1) through coordination with institutions of higher education, employers, and other local partners and (2) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.*

The Early Childhood Education Department provides all preschool children entering Kindergarten with a “Kindergarten Transition” experience. Children visit a kindergarten classroom and participate in an activity with the kindergarten teacher and students. This provides an opportunity for children to become familiar with the Kindergarten teachers and what to expect in a Kindergarten classroom.

For both elementary 5th grade to intermediate 6th grade and also from intermediate 8th grade to high school 9th grade, we have several methods of supporting students as they transition from one level to another. They are: Orientation “Boot Camps” which provide students with academic and SEL learning and support at the transition to the next level.

High School Visitation Day, during which 8th graders visit the high schools they will be attending to learn more about the programs and expectations, and to begin getting used to their new environment.

High school counselor visits to intermediate schools to learn more about at-risk students who will need support as they transition to high school.

High school to post-secondary education including, if applicable, (1) through coordination with institutions of higher education, employers, and other local partners and (2) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

Increased opportunities for students to take dual enrollment courses and earn industry-standard certifications via our CTE pathways.

## **Additional Information Regarding Use of Funds Under this Part**

### **ESSA SECTION 1112(b)(13) (A–B)**

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

SAUSD’s administrators, teachers and parents recognize that gifted and talented students possess unique characteristics that need to be nurtured to promote a positive school experience.

To meet this goal, the following priorities provide a foundation for the identification and services provided to talented and gifted students:

- Capacity building to plan and implement appropriate programs and best practices
- Capacity building to ensure appropriate services to meet the individual needs of gifted students
- Capacity building for staff and teachers to create differentiated and individualized curricular experiences
- Identification procedures that are diverse, extensive and sensitive to students from a wide range of cultures, races and ethnic groups
- Parent, professional and student participation in the initiation, implementation and evaluation of the gifted program

### **Program Design**

The SAUSD GATE Program provides a comprehensive continuum of services and program options responsive to the needs, interests and abilities of its students. The program is managed by a full-time district specialist, as well as a GATE site coordinator at each school site. The GATE program provides services for students in grades 3-12 who have been identified in the high achievement, intellectual or specific academic or visual and performing arts categories. Students in grades K-2 are not formally identified, but are challenged to their highest potential. Depending on the number of identified GATE students at a grade level, elementary schools serve gifted students

during the school day via the cluster model, with identified gifted students placed in a general education class. Schools with high numbers of identified students offer special day classes with the majority of the students in the class being formally identified. In the secondary classrooms, gifted students are scheduled into honors-level and Advanced Placement classes. Teachers use the grade level standards and core curriculum for all students, as well as differentiated strategies, to challenge GATE students to their highest potential.

### Staff Development

Staff development is provided to teachers, administrators, psychologists, counselors and parents which support the intellectual, social and emotional development of gifted learners to increase responsibility, self-awareness, and other issues of affective development in gifted individuals.

GATE teachers are encouraged to participate in various staff development opportunities which include district sponsored staff development provided by a cadre of trained SAUSD GATE teachers, consultants hired by the GATE Department, local and state conferences, and summer GATE academies. Parents are also notified of opportunities and encouraged to attend meetings and events at school sites, District GATE Parent Nights and conferences to learn more about the affective and curricular needs of their children.

### Identification

The Santa Ana Unified School District's identification procedures are equitable, comprehensive and ongoing. Staff and parent information sessions addressing the characteristics of gifted students prepare teachers and parents to recognize unique talents and gifts. In grades K-1, teachers are encouraged to refer students to a pre-GATE program. Schools take into consideration their classroom placement with other high ability students.

Formal assessment begins with the screening of all second-grade students. Parent permission is required to test students using the Naglieri Non-verbal Ability Test, an instrument that is sensitive to language and cultural differences. Students in grades 3-12 are administered the NNAT by teacher recommendation and parent request.

To obtain the most accurate assessment of the student being considered for identification, an Eligibility and Placement Committee reviews a variety of informational data: teacher recommendation, student writing proficiency, grades, achievement test scores, and NNAT scores. Nontraditional methods for effective identification of English learners are also considered, such as rapid language acquisition and standardized test scores. Parents are notified of their child's acceptance into the GATE Program and must give a signed consent for their child to participate in the program.

A beginning of the year orientation regarding student placement and participation is offered to parents by GATE coordinators at each school site. Once a child is identified, schools will place the student in one of the district's program design options with teachers who have been trained in differentiating the curriculum and who will challenge them to their highest potential.

# TITLE II, PART A

## Professional Growth and Improvement

### ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Our job-embedded program provides clear credential candidates with the opportunity to deeply consider the application of the strategies and skills that were emphasized in the teacher preparation experience. With a knowledgeable and experienced mentor, teachers will be guided through the inquiry process. The new teachers' professional growth goal is the catalyst for an individualized inquiry. Our monthly collaboration meetings, professional development opportunities, and Data Dialogues provide new teachers with opportunities to collaborate, learn, and reflect on their inquiries and access core pathways, while also developing our mentors into instructional leaders. Successful completion of this program gains each teacher a California Clear Teaching Credential.

Increasing the leadership capacity of teachers and teacher leadership is a goal of the Division of Teaching and Learning. The PD Pathways serve to transparently communicate the skills needed. We have a plan to support administrator leadership, but we also recognize teachers' leadership development as a capacity-building element in our plan. Elements of the pathway are outlined below.

The decision to leave the classroom to become an administrator is a weighty decision, and SAUSD wishes to develop administrators from within our organization. SAUSD has provided the Aspiring Administrator Academy (AAA). The Aspiring Administrator Academy (A3) is a year-long program designed to develop a cadre of future leaders who are trained and ready to potentially assume the roles of campus leadership as needs arise throughout the district. The Academy is grounded in coaching and mentoring individuals to develop leadership potential and exhibit best instructional practices.

Standardized and Local Student Performance Data- SAUSD has a comprehensive data warehouse that provides leadership with a comprehensive understanding of student achievement outcomes. As a result, we are able to leverage the work of our professional development providers (Curriculum/Program Specialists, Instructional Coaches, and Demonstration Teachers) to ensure our job-embedded coaching targets site-specific needs. Annual survey allows us to consider the impact this support is having in our classrooms.

A review of data identifies the most fragile populations in our district. Using our Data Warehouse and other needs assessment outcomes mentioned above, allow us to target all supports where they are most needed. PD providers support these sites to address the most critical needs of each school. Additionally, the California Dashboard identifies ATSI and CSI schools that need support.

CORE, NISL, PBIS, Induction Programs, Demonstration Teachers are all examples of evidence-based approaches we promote in our district. However, with ESSAs emphasis on job-embedded model of professional development, SAUSD has leveraged the value of these programs by ensuring educators are supported as they apply them with fidelity.

SAUSD has adopted several practices to promote a shared understanding of our responsibility to promote content literacy in order to ensure college and career readiness. Promoting content literacy to ensure college and career readiness for our students is our shared sense of purpose. Throughout the district, schools employ ongoing teacher collaboration time to review data and share best practices. Additionally, an annual PD emphasis supports a deeper understanding of this shared imperative. To further promote our PD focus, SAUSD holds



annual “kick off” events. Ongoing data dialogues and site-based coaching further promote and develop an understanding of our focus, as do the PD pathways we create.

The department of Training, Induction, & Professional Support is dedicated to ensuring there is an alignment of needs and planned professional growth opportunities. A Director, Program Specialist, and Department Specialist work with the Classified PD team, as well as other members of Educational Services Leadership. This translates to a well-informed and professional development plan, informed by student achievement data, surveys, and other tools used as needs assessments.

SAUSD has developed a learning to teach and learning to lead continuum of professional learning. Our induction programs, PD pathways, and Instructional Leadership Cycle all form this comprehensive approach to support and develop our team.

SAUSD believes that good PD results in the application of new learning to improve teacher practice and student outcomes. While much of our efforts have been to gain feedback from those who attend PD, we have shifted to identify the impact of PD. For this reason, our surveys and observational data have focused on the application of new learning. The new Data Warehouse provides us with new opportunities. A direct correlation to student learning has been documented during data dialogues and collaboration meetings.

## **Prioritizing Funding**

### **ESSA SECTION 2102(b)(2)(C)**

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

SAUSD Title II funding is used to ensure schools with critical needs gain the support needed. The support we offer via categorically funded Curriculum/Program Specialists, Demonstration Teachers, and Instructional Assistants allows us to provide job-embedded and just-in-time support. site-based Instructional Coaches are funded in a variety of ways: Title I, II, III, CSI funds, and General Funds. Categorically-funded coaches are assigned to schools that related to their funding source. Additionally, because teacher induction is supported with Title II funds, our program ensures that those new to the profession are supported to better understand the teaching context in a manner that develops their pedagogical practices and instructional decisions. In this way, our support reaches all sites with new teachers. PD providers also offer professional learning pathways that support the identified areas of need. In this manner, we leverage this opportunity to maximize professional learning so all schools can benefit.

The CSI and ATSI schools are provided with a site-based coach who targets coaching to the needs identified on the CA dashboard. Each CSI school undergoes a comprehensive Needs Assessment that guides the work. Additionally, a review of CA Dashboard data provides insight into how we must leverage our district resources in a manner that prioritizes these schools. These site-based Instructional Coaches are funded in a variety of ways: Title I, II, III, CSI funds, and General Funds. This team of coaches receives extensive training related to: coaching models, academic content standards and frameworks, data analysis, technology integration, and more. Categorically-funded coaches are assigned to schools that related to their funding source.

The LCAP process provides much data for us to consider, but SAUSD also draws from other sources: School Climate and Culture Survey, Workshop/Training Feedback, DAC/DELAC meetings, Title II consultation meetings, Advisory Boards, IHE collaboration, and Community Outreach data are some examples.

Ongoing review of our programs, trainings, and support are carried out and analyzed. A mid-year evaluation process is scheduled for programs in order to refine and reevaluate practices. End-of-year data is shared with leadership members and Advisory teams, where feedback and program improvement is reviewed.

## **Data and Ongoing Consultation to Support Continuous Improvement**

### **ESSA SECTION 2102(b)(2)(D)**

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

SAUSD uses the following Data to continually monitor and improve activities supported by Title II:

Culture, Climate & SEL Surveys, Annually- Review of Panorama data to identify trends and opportunities to address via professional development.

LCAP Input, Annually- Leadership reviews and analyzes data to facilitate forums where Educational leadership

team identifies goals and actions that support them.

Program Surveys- mid and end of year- Review of data after survey is administered. Depending on program, a committee reviews and provides recommendations. Mid-year surveys provide opportunities to adjust practice.

Instructional Coach Surveys, mid and end of year- mid-year survey allows for coaching adjustments. Additionally, ongoing administrator/coach meetings allow for ongoing adjustments to coaching

PD engagement Surveys, ongoing via PD providers, ongoing- After each PD offering, attendees provide feedback and share intent to apply new learning. A follow-up survey is scheduled 3 weeks after the learning session.

Budget review, ongoing- Proposals are reviewed to monitor Title II activities.

# TITLE III, PART A

## Title III Professional Development

### ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

With nearly 80% of its K – 12 student population comprised of “ever ELs” (English learners and Reclassified English Learners), the lens through which all professional development is created and implemented in SAUSD is ever-focused on supporting English Learners. Integrated within and throughout all of the following professional development opportunities, is an emphasis on effective implementation of the tenets of the ELA/ELD framework and standards, and understanding how to refine instructional techniques/methodologies in supporting English learners.

Professional Development for Teachers: PD on the following scientifically research-based strategies and activities which have proven effective and engaging for ELs will be included and integrated into all PD offerings and opportunities for teachers. PD to support this goal includes:

- Pathways and instructional strategies to support the instructional needs English learners at each level of their English language proficiency: Newcomers; Continuing English Learners and Long Term English Learners
- Multi-Tiered Systems of Support (MTSS) to ensure successful access to rigorous, grade-level standards and core content
- Mentoring and coaching through site-based Title III funded coaches to support teachers in implementing effective instruction for English Learners (ELs).
- Integrating content literacy and ELD standards into their classroom practices.
- Designated and integrated ELD instruction aligned with the ELA/ELD
- Enhanced district formative assessment instruments to provide teachers timely and relevant student data to drive instructional planning and differentiation.
- Robust monitoring protocols, at the district, site and classroom levels, to assess designated and integrated ELD instructional practices for academic progress of ELs
- Support for ELs in college prep (A- G) and advanced courses such as, honors, AP and IB.
- Training for teachers of advanced courses on how to support and scaffold for ELs, LTELs and Reclassified English learners (RFEPs).
- Additional A-G approved courses that foster LTEL academic language development and writing in order to ensure students college eligibility.
- Enrich current A-G programs and develop lessons and units that have built in ELD scaffolds and interventions.

Professional Development for Administrators: The majority of the aforementioned PD opportunities available to teachers are also available to administrators. The difference in the PD versions for administrators is the inclusion of methods which outline their leadership role in implementing and supporting these programs and activities school-wide.

In order to ensure a sites are providing an instructional program that meets the needs of the ELs at their specific sites, each site administrator will be provided with professional development support in order to complete the following steps necessary to creating a site-specific professional development plan:

- Site Based Needs Assessment: Through the analysis of various available data, sites will formulate a needs assessment whose results will assist in identifying the areas of focus for site based professional development opportunities.
- Site Based PD Planning: Site administrators will work collaboratively with their instructional leadership teams to create a professional development plan that focuses on the results of the needs assessment and integrates effective research-based strategies for ELs.

District administrators will meet at least once a month with site administrators. Each meeting will include a segment previewing key upcoming PD provided to teachers within the next month based on;

- Standards-based/standards-aligned curriculum being implemented in their schools
- Scientifically research-based, effective instructional practices to support ELs

Area leadership support: SAUSD schools have been arranged by area into Learning Pathway Teams. Each area team facilitates site visitations and is provided with PD and guidance from district administrators to support their development of plans to improve academic achievement for English Learners

Professional Development for Other Site-Based Personnel: Supporting the diverse needs of the English learner students in SAUSD is a team effort. Thus, providing PD to support personnel is essential in supporting ELs. These personnel are usually the first in line to provide answers to parents regarding programs to support English learners. PD for these other site based personnel include:

- Migrant Education program
- Homeless and Foster Youth student support
- Individual Education Plans (IEP) and parent rights
- Parent education opportunities
- After school intervention/enrichment tutorial and support programs—including summer school and online learning
- Dual Language Program
- Advanced Placement Courses (AP)
- International Baccalaureate (IB) program
- Advancement Via Individual Determination (AVID)

## **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Providing enhanced instructional opportunities to immigrant students and their families:

Most of SAUSD's recent immigrants are secondary students who need specialized support with successfully completing high school and formulating a plan for success beyond compulsory secondary education. To provide for these specific needs of secondary immigrant youth, the enhanced instructional opportunities for these students supported by the immigrant funding will target providing guidance on college and career readiness. This will include

Additional counseling support, training and training materials for immigrant students and their parents on topics including

- Understanding High School Graduation Requirements including
  - A – G approved courses
  - AP courses
  - College Now/Early College/Dual Enrollment
- Extended learning opportunities at their school site (e.g. tutoring, intervention support and enrichment opportunities)
- College Preparedness and Career Readiness
- Understanding College entry requirements
- Career certification programs offered through
  - The school site/district
  - Local community college programs
- Cyber Safety
- Local community resources to support
  - Medical and dental needs
  - Mental health needs
  - Family Counseling
  - Pathways to citizenship
- Gang Awareness
- Parenting Teens
- Family Literacy

Wellness Centers:

Another conduit for providing enhanced instructional opportunities to immigrant children and youth is through the Santa Ana Unified School District Wellness Centers. Each site includes a wellness center that is designed to be a hub for community engagement for families, staff, and community members to collaborate and access resources that benefit students, the school, and the entire school community. Wellness centers provide a holistic approach to supporting students that will work in collaboration with community organizations to provide families with access to health education, social emotional needs, child development, academic expectations, parenting classes, and personal development. Wellness Centers have a welcoming environment that includes technology access, printers and telephone, teaching stations with projectors and screens, and resource corner. Wellness Centers are local hubs for effective connections to the community through providing workshops, community and academic resources, homework support, and opportunities for parents, students, and community members to volunteer.

Involvement of Stakeholders:

The District will collaborate with the City of Santa Ana, State and Federal Organizations, Mexican Consulate, Ambassadors of Compassion, and Orange County Department of Education among other organizations who are interested to prioritize the use of Title III, Part A Immigrant funds in providing resources that support the

community, and provide opportunities for community members to volunteer at schools and to be a part of the decision-making process. In addition, consideration of effective, targeted use Title III, Part A immigrant funds are part of the additional resources considered when providing support to high needs schools identified through the Key Performance Indicator, Superintendent Schools process.

Considerations for Sustainability of Activities Supported by Title III, Part A funds:

The majority of immigrant students in SAUSD are secondary students. An effective means of supporting these students is providing an individualized plan for success beyond compulsory secondary education. To effectively facilitate this in a sustainable manner, it was determined that this additional counseling support will be provided by existing counseling staff made possible through extra duty pay furnished through the Title II, Part A funding. It is not dependent upon additional staff. Providing this support with existing staff provides valuable opportunities for strengthen student/parent/counselor relationships through additional time to convene with students and parents to assist them with understanding resources and navigating systems available to support students beyond the boundaries of compulsory secondary education.

## **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the sub grant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Programs and activities which help ELs increase their language proficiency and meet challenging State academic standards: Ensuring that English learners increase their English proficiency and meet the challenging State standards begins with a strong and effective core language instruction program which is standards-aligned, includes lessons and materials which support students at all levels of their language acquisition journey. The following are the core, adopted ELA/ELD programs which provide a strong, effective core language instructional program for ELs.

These adopted materials are:

- Benchmark Advance: Core ELA/ELD program for grades TK - 5
- Benchmark Adelante: Dual Language sites: Pre-K through 6th grade
- Study Sync: 6th -11th grade, core ELA (A Program 2 ELA/ELD adoption with integrated and designated ELD support lessons)
- Expository Reading and Writing Course (ERWC): Core 12th grade ELA option
- iLit 45: 6th – 10th grade, Program 4 Supplementary ELA intervention
- iLit ELL: 6th – 10th grade, Program 5 ELD core replacement

Supplements and Enhancements to the Core: Even with a strong, standards-aligned core language educational program grounded in effective, research-based educational pedagogy and instructional strategies, there will be a need for supplements and enhancements to ensure that all English learners continue to increase their English proficiency and are provided with the supports needed to meet the challenging State academic standards. The following are supplementary programs and activities which both enhance and provide additional support for the core instructional program for English learners:

- Implementation and expansion of Advancement Via Individual Determination, AVID EXCEL, specifically for EL students, programs at the intermediate school. Building the AVID School-wide College Readiness system at secondary sites and expansion into elementary schools, utilizing WICOR (Writing, Inquiry, Collaboration, Organization, and Reading) to facilitate student agency and student self-efficacy strategies
- Expansion of elementary school level early literacy intervention instructional program (SIPPS) sites to ensure

EL students demonstrate mastery of foundational reading skills by 3rd grade. Provide Literacy institute for K-3 teachers as well as yearlong curriculum support and job embedded coaching.

- Literacy support for upper elementary ELs to support successful reclassification, decrease the number of LTELs at the secondary level and bridge the transition to middle school
- Implementation of secondary literacy foundational skills instructional program at the intermediate school level for LTELs who have not acquired foundational reading skills: Adolescent Solutions
- Provide school sites with additional extended learning opportunities for EL, Long Term English Learners (LTEL) students.
- Provide information to promote the educational enrollment option choice in the district's dual language education program
- Expansion of the Dual Language Program to include two fully dual school sites (Pio Pico: K - 5 and Romero Cruz: K – 8) with the plan to increase the total number of sites offering a dual language program option from 7 to 10 sites by 2023.
- Creation of a Dual Language Institute Training through partnership with CAFE. Modules to include:
  - Best Practices in Dual Language Education (two-day module)
  - Academic Spanish for Teachers (The “what” and the “how”)
  - Cross-linguistic Transfer in a Dual Language Program
  - Examining and Implementing a Dual Language Program Reflection System
- Promote additional, after school, linguistic support for students enrolled in district dual language programs
- Working with high school administrators, counselors, parents and students to effectively disseminate information about the state “Seal of Biliteracy” award for graduating seniors
- Identify and recruit students who show potential for achieving the Seal of Biliteracy and working with world language chairs to support these students in their endeavors to earn the award
- Provide opportunities to EL teachers, Administrators, program and curriculum specialists to attend national and statewide conferences that address current research, strategies, and materials to support ELs



## **English Proficiency and Academic Achievement**

### **ESSA SECTION 3116(b)(2)(A-B)**

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State’s English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State’s long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

#### **Ensuring English Learner Student Progress: Accountability Tools and Processes**

There are a variety of measures employed to ensure that elementary and secondary schools in SAUSD are assisting English Learners in

- (A) Achieving English Proficiency based upon the State’s English Language Proficiency assessment
- (B) Meeting challenging State academic standards

#### **The State Dashboard**

The first tool employed in that endeavor is the State’s Integrated Accountability and Continuous Improvement System, is the state “Dashboard.”

Within the State Dashboard is a program instrument which focuses solely on the progress English Learners. This, along with the other data collected, is one of the tools utilized by the district to monitor whether sites are meeting the needs of English learners in acquiring English proficiency and meeting the challenging State academic standards. These results provide valuable insights when identifying trends and assessing needs to determine effective uses of supplementary funding and focus assistance where is it most needed.

#### **SAUSD Annual LCAP Metrics Report Review**

Each year the district compiles the data related and relevant to the achievement objectives. This data is provided to a broad spectrum of stakeholders, from school board members to teachers to parents and community members, for review and input. The results of this annual review are also used to evaluate program effectiveness and hold schools accountable for English learner academic and linguistic achievement.

#### **SAUSD’s Key Performance Indicators (KPIs)**

SAUSD has created a Key Performance Indicator (KPI) system to be used in conjunction with the State Dashboard to hold sites accountable for student achievement, determine program effectiveness and prioritize sites most in need of intervention support by the district to address the needs assessed through the program effectiveness process. The KPI will include all of the same indicators on the State dashboard, and also include information from localized data points included in SAUSD’s LCAP metrics to provide an even more detailed assessment of each site’s program effectiveness for English learners.

The KPI includes a rating system to indicate sites which are not making expected progress or at risk of not making expected process and identify individual students in needs of targeted interventions.

### Dedicated SIS for ELs

Starting with the 2019-20 school year, SAUSD will implement a Student Information System (SIS) dedicated solely to the purpose of monitoring the progress of ELs and RFEP students. This system will provide timely, on-demand information to teachers regarding results of multiple measures to both monitor EL and RFEP student progress on English proficiency and meeting challenging state academic standards. An additional feature of the EL SIS is early identification of students in need of interventions and suggested instructional interventions targeted to address identified weaknesses.

### Processes for monitoring EL and RFEP progress

Annual Site-based Needs Assessments: Included in the processes for monitoring effectiveness of programs and interventions targeted to support for ELs in acquiring English proficiency and meeting the challenging State academic standards is the annual needs assessments. Sites must conduct an annual needs assessment as part of the continuing improvement process of their Single Plan for Student Achievement (SPSA). The results of the needs assessment are shared with a variety of stakeholders including SSCs, ELACs, site staff and through general parent meetings.

KPI Review “Dashboard Support Schools”: Sites not making expected progress are identified as “Superintendent Schools,” and are prioritized for intervention assistance from the district.

These sites are provided with additional support and resources to address the areas most in need of intervention. The following are the steps in the process to support these sites:

- Create an improvement plan: Each site creates and submits a plan to utilize additional resources provided by the district. Title III funded personnel are available for support and consultation in formulating the improvement plan.
- Inform and involve stakeholders: Site administrators provide stakeholders with the plan and site’s progress in meeting the stated goals of the plan and communicate these updates with site staff, SSCs, ELACs and through monthly parent meetings.
- Monitor the improvement plan: Each site is assigned a district-level intervention team to regularly
  - Visit the site
  - Meet with the administrators to gauge their views on their progress
  - Observe classroom instruction and additional interventions
  - Follow up with administrators
- Provide additional resources: Additional Title III funded staff or resources may be employed if needed to meet objectives
- Evaluate the effectiveness of the plan: Analyzing results of the Dashboard, LCAP Metrics and KPIs.

# TITLE IV, PART A

## Title IV, Part A Activities and Programs

### ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Funds will be used for activities related to supporting well-rounded education are listed below:

Global Studies - Providing students with a well-rounded education including programs such as college and career counseling, STEM, arts, civics and International Baccalaureate/Advanced Placement.

Pupil Support Services - Supporting safe and healthy students with comprehensive school mental health, drug and violence prevention, training on trauma-informed practices, and health and physical education.

VAPA - Providing students with a well-rounded education including programs such as college and career counseling, STEM, arts, civics and International Baccalaureate/Advanced Placement.

Virtual School - Supporting the effective use of technology that is backed by professional development, blended learning and ed tech devices.

Global Studies Specifics Include:

- Expansion of Dual Immersion programs, including professional development training
- Expansion of Project Lead the Way (PLTW)
- Exploration of additional IB pathways including possible Middle Year Programme (MYP)/ Primary Years Programme (PYP)

VAPA Specifics Include:

Purchase barcodes for sheet music and methods books

Purchase instrument label system for instruments

Instrument inventory system set up support

Extra duty pay for an in-house inventory repair/cleaning consultant

Send teachers to:

Developing Artistic Literacy (DAL) Professional Development Series for Elementary provided by The California Arts Project

Dance Educators Association Conference

Theatre Education Association Conference  
Visual Art Education Association Conference  
Music Education Association Conference focus on instrumental  
Music Education Association Conference focus on vocal music  
Purchase materials, resources, supplies for 18 intermediate and high school VAPA departments  
Purchase materials, resources, supplies for 3 alternative high schools  
Sub coverage for teacher professional development

Virtual School Specifics Related to Supporting a Well-Rounded Education Include:

Providing students with more access to alternative learning opportunities. Many students request to take more than six courses per semester or due to a scheduling conflict. For example, an athlete wants to take a course in Psychology, which is only offered the last period of the day during their athletic program.

Enhance the opportunity and access for increased options for students to take classes that might not ordinarily be available via the master schedule allocation of courses. For example, only 40 seats are available for Honors English, but 50 students have requested the class.

Safe and Healthy Schools Plan Specifics Include:

Hire a Behavior and SEL Coordinator

Hire a Behavior & SEL Interventionist.

Purchase SEL curriculum,

Conduct an SEL universal screener pilot

Provide professional development so that all stakeholders will be equipped with an understanding of effective SEL practices.

Pilot and implement an evidence-based SEL screener and progress monitoring tool that will be used to identify students in need of additional support, monitor student growth, and inform instruction and intervention until the desired pattern of improvement is achieved.

## 11. Regular Agenda - Action Items

---

<b>Subject</b>	<b>11.3 Approval of Migrant Education District Service Agreement (DSA) for 2019-20 School Year</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	
Goals	<p>GOAL 4 - Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs</p> <p>ACTION 4.6 - Provide interventions, supplemental and core replacement programs in order to ensure equitable student access to a high quality rigorous, CA state standards - based, core instructional program with CA standards for all sub-groups.</p> <p>SERVICES 4.06001 Intervention programs</p>

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of Migrant Education District Service Agreement (DSA) for 2019-20 School Year

**ITEM:** Action

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

**PREPARED BY:** Nuria Solis, Director, English Learner Programs & Student Achievement

#### ITEM SUMMARY:

- United States Code sections 6396(b) and 6394 [c][1][A] require reimbursed districts participating in the Migrant Education Program to submit a DSA that articulates the identified needs, actions and funding allocations to support qualifying MEP students
- The DSA is the district plan to document how MEP funds will be used to provide supplemental services for MEP Students

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for Migrant Education District Service Agreement (DSA) for the 2019-20 school year. The DSA reflects the services and allocated Migrant Education budget for the school year. This comprehensive plan details how districts will meet State and Regional MEP requirements. The purpose of the MEP is to provide supplemental support services to ensure ME students receive full and appropriate opportunities to meet the same challenging state academic content and literacy standards, meet graduation requirements and attain college and career readiness standards through a coordinated and streamlined manner. These additional services help ameliorate the educational disruptions and other factors that result from repeated moves and interrupted schooling. Embedded within the plan are supplemental services for Migrant Students including but not limited to:

- Academic Monitoring and Social Case Management
- Math and ELA Tutoring Services
- Parent Technology and Math Literacy Classes
- Home Based Preschool for MEP Pre K Students

#### RATIONALE:

SAUSD is a Migrant Education reimbursed district and required to submit a District Service Agreement to the Migrant Education Program, Region IX. All districts receiving MEP funds are required to obtain local board approval of the DSA. The DSA is available upon request through the English Learner Programs and Student Achievement Department.

#### FUNDING:

Revenue: \$541,249 for the 2019-20 school year

**RECOMMENDATION:**

Approve the Migrant Education District Service Agreement (DSA) for 2019-20 school year

File Attachments  
Information- DSA Cover page 19-20.pdf (238 KB)



## Migrant Education Regional Application 2019-20

**Sub grantee Name:**  
Santa Ana Unified

**Total Grant Amount Requested:-** \$541,249  
**School Readiness Grant Amount:** \$42,249

**Type of Program:** (check one)  Centralized  District Reimbursement  Mixed

**Local Educational Agency:**  
Santa Ana Unified  
1601 East Chestnut Ave.  
Santa Ana, CA  
92701-6322

**CDS:**  
3066670

**Contact:**  
Nuria Solis  
Director, English Learner Programs and Student Achievement  
nuria.solis@sausd.us

**Phone:** (714) 558-5855  
**Fax:** (714) 558-5612

**CERTIFICATION:** I hereby certify that all applicable state and federal rules and regulations will be observed to the best of my knowledge, that the information contained in this application is correct and complete; that the PAC has had active involvement in the planning, development and review of this application, and that the assurances are accepted as the basic conditions in the operation of this project/program for local participation and assistance.

<b>Printed Name of Superintendent or Designee</b> Daniel Allen, Ed. D., Assistant Superintendent of Teaching & Learning	<b>Telephone Number</b> 714 558-5656
<b>Superintendent or Designee Signature</b> 	<b>Date</b> 5/1/2019
<b>Printed Name of Migrant Education Program Director</b> Nuria Solis, Director of English Learner Programs	<b>Telephone Number</b> 714 558-5622
<b>Migrant Education Program Director or Designee Signature</b> 	<b>Date</b> 5/1/2019
<b>Printed Name of Parent Advisory Council Representative</b> Rafael Alvarez	<b>Telephone Number</b> 323 788-1441
<b>Parent Advisory Council Representative Signature</b> 	<b>Date</b> 5/1/2019

## 11. Regular Agenda - Action Items

---

<b>Subject</b>	<b>11.4 Approval of Extended Learning's Engage 360° Plan</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Dollar Amount	\$4,414,161.00
Budgeted	Yes
Budget Source	General Fund and 21st CCLC Grant
Recommended Action	Approve the Extended Learning Engage 360° plan.
Goals	<p>GOAL 4 - Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs</p> <p>ACTION 4.2 - Provide access to targeted students within all sub-groups to extended learning opportunities by expanding before, after and Saturday school programs, tutoring, summer school programs, and access to transportation services as needed</p> <p>SERVICES 4.02008 Engage 360 After School Program</p>

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of Extended Learning's Engage 360° Plan

**ITEM:** Action

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

**PREPARED BY:** Jennifer Cisneros, Director, Extended Learning Programs

#### ITEM SUMMARY:

Extended Learning's Engage 360° program plan approval for after-school enrichment services.

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Extended Learning's Engage 360° Plan for after school enrichment services.

#### RATIONALE:

On December 18, 2018, Educational Services presented to the Board the current Engage 360° structure and stakeholder feedback, including enrichment services provided by the community providers. The feedback from parents, students, and staff focused on increased homework support, new and varied enrichment services, and improved classroom management. In response to the stakeholders, a recommendation was presented for consideration.

At the April 16, 2019 Planning Retreat, Educational Services presented three proposals for Board consideration and discussion, regarding Engage 360° program structure. The Board gave direction for the following Engage 360° program changes, effective July 1, 2019.

[Extended Learning Proposal #2](#)



- Community Enrichment Providers
  - Reduce community provider total allocation to \$1,000,000 – Release a Request for Proposal (RFP) with a contract start date of January 1, 2020
    - Hire 77 After School Instructional Providers to maintain 20:1 ratio
  - Extend current community provider contracts six (6) months (expiration date: December 31, 2019)
- Add 1,300 students to the ASP – TK/K priority (Kinder 360° program)
  - Hire 65 additional After School Instructional Providers to maintain 20:1 ratio
- On-board four (4) After School Field Supervisors (classified management) to assist in supporting and supervising program sites and staff
- Open 12 before school programs – TK/K priority and siblings
  - Convert part time Site Coordinators (4 hrs/day) to full time Site Coordinators (8 hrs/day) at these 12 schools
  - Hire 24 Before School Instructional Providers to maintain 20:1 ratio

**FUNDING:**

	<b>2019-2020</b>	<b>2020-On-going</b>
<b>General Fund:</b>	\$ 4,887,901.00	\$ 3,953,811.00
<b>21<sup>st</sup> CCLC Grant:</b> (effective 7/1/2019)	\$ 460,350.00	\$ 460,350.00

**RECOMMENDATION:**

Approve the Extended Learning Engage 360° plan.

SL:sz

## **11. Regular Agenda - Action Items**

---

<b>Subject</b>	<b>11.5 Authorization to Reject all Bids for Bid No. 15-19, Home-to-School Transportation Services</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
Budgeted	No
Budget Source	No fiscal impact.
Recommended Action	Approve the rejection of all bids for Bid No. 15-19, for home-to-school transportation services.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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:** Authorization to Reject all Bids for Bid No. 15-19, Home-to-School Transportation Services

**ITEM:** Action

**SUBMITTED BY:** Manoj Roychowdhury, Assistant Superintendent, Business Services

**PREPARED BY:** Jonathan Geiszler, Director, Purchasing and Stores

**ITEM SUMMARY:**

- Reject all bids for Bid No. 15-19

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to reject all bids received for Bid No. 15-19, for home-to-school transportation services.

**RATIONALE:**

Staff issued a bid for student home-to-school transportation services. The bid was advertised, as legally required, in the Orange County Register, on the District's website, PlanetBids, and five bid portals, as well as direct outreach to local firms. Fifteen firms downloaded bid packages and five firms submitted a bid. At this time staff is recommending that all bids be rejected.

**FUNDING:**

No fiscal impact.

**RECOMMENDATION:**

Approve the rejection of all bids for Bid No. 15-19, for home-to-school transportation services.

MR:jg:mm

## **11. Regular Agenda - Action Items**

---

<b>Subject</b>	<b>11.6 Ratification of SAUSD Assistant Superintendent, Human Resources Employment Agreement for Hiacynth D. Martinez, Ed.D.</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Recommended Action	Ratify the Assistant Superintendent, Human Resources employment agreement for Hiacynth D. Martinez, Ed.D. with SAUSD.

### **AGENDA ITEM BACKUP SHEET**

**TITLE:**           **Ratification of SAUSD Assistant Superintendent, Human Resources Employment Agreement for Hiacynth D. Martinez, Ed.D.**

**ITEM:**           **Action**  
**SUBMITTED BY:** **Tom Stekol, Ed.D., Deputy Superintendent, Administrative Services**

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the public employment agreement for Hiacynth D. Martinez, Ed.D., Assistant Superintendent, Human Resources.

#### **RATIONALE:**

At its Board meeting on May 21, 2019, the Board approved the administrative appointment of Hiacynth D. Martinez, Ed.D. as the Assistant Superintendent, Human Resources. The Board must take action to approve the employment agreement between the District and Hiacynth D. Martinez, Ed.D. Assistant Superintendent, Human Resources at a Regular Board Meeting, a copy of which is included.

#### **RECOMMENDATION:**

Ratify the Assistant Superintendent, Human Resources employment agreement for Hiacynth D. Martinez, Ed.D. with SAUSD.

MAM:gg

<p>File Attachments  5- Attachment HIACYNTH D. MARTINEZ ED.D. 6.11.19 CONTRACTMck (003).pdf (219 KB)</p>
--

## **CONTRACT OF EMPLOYMENT**

WHEREAS, on the 21st day of May, 2019, the BOARD of EDUCATION of the Santa Ana Unified School District appointed HIACYNTH D. MARTINEZ, ED.D., to serve as ASSISTANT SUPERINTENDENT, HUMAN RESOURCES (“ASSISTANT SUPERINTENDENT”); and

WHEREAS, the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT mutually desire to enter into this initial contract of employment.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2022. Subject to continuous satisfactory performance, the Board of Education may extend the term of this Contract of Employment for an additional year.

2. During the term of employment, Dr. Martinez shall satisfactorily perform duties pertaining to the position of ASSISTANT SUPERINTENDENT, as provided by the job description and as prescribed by the SUPERINTENDENT.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSISTANT SUPERINTENDENT an annual salary in the amount of \$189,212 per school year. Monthly installments shall be payable according to the certificated payroll calendar. In any year in which the ASSISTANT SUPERINTENDENT works less than a full work year, the annual salary will be prorated accordingly.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSISTANT SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION. Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and shall become a part of this Contract of Employment.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSISTANT SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on her days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, ASSISTANT SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSISTANT SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days falls below the maximum amount.

In the event of termination of employment of the ASSISTANT SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, she shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the time of termination or expiration of this Contract of Employment.

8. ASSISTANT SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSISTANT SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the ASSISTANT SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSISTANT SUPERINTENDENT shall be

annually evaluated during the term of this Contract of Employment. The evaluation shall be completed on or about July 30. The SUPERINTENDENT's failure to complete an evaluation during any school year shall have no effect on the remaining provisions of this Contract of Employment.

11. The ASSISTANT SUPERINTENDENT shall be eligible for paid District medical, dental, vision and life insurance for herself and her spouse, as provided other Cabinet members. In the event the ASSISTANT SUPERINTENDENT elects not to participate in the District medical, dental and vision benefit plans for herself and her spouse, she may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which she is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the SUPERINTENDENT's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the California Teachers' Retirement System (STRS), the ASSISTANT SUPERINTENDENT shall have the option to continue receiving medical, dental, and vision benefits pursuant to AR 4117.15, provided the ASSISTANT SUPERINTENDENT meets all of the criteria specified in AR 4117.15.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSISTANT SUPERINTENDENT. If the ASSISTANT SUPERINTENDENT is not in breach of this Contract of Employment at the time of such termination, the ASSISTANT SUPERINTENDENT may not receive an amount greater than the monthly salary of the ASSISTANT SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as

provided in paragraph 11 hereof, any continuation of ASSISTANT SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract of Employment, up to a maximum of 12 months, or until ASSISTANT SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the Santa Ana Unified School District, its employees, officers, agents, and insurers, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSISTANT SUPERINTENDENT then owns or holds or has at any time before that date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSISTANT SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or federal law, wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year at the discretion of the BOARD OF EDUCATION. For purposes of this Contract of Employment, "cause" includes any material breach of this Contract of Employment, any failure of the ASSISTANT SUPERINTENDENT to perform the duties prescribed for the ASSISTANT SUPERINTENDENT by the SUPERINTENDENT or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSISTANT SUPERINTENDENT by the SUPERINTENDENT. The ASSISTANT SUPERINTENDENT shall then be entitled to an informal conference with the



BOARD OF EDUCATION, in closed session, at which time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the SUPERINTENDENT. The ASSISTANT SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues is reached, the ASSISTANT SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION's decision with respect to the ASSISTANT SUPERINTENDENT's termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSISTANT SUPERINTENDENT's employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSISTANT SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSISTANT SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of the parties hereto and each person or entity named in paragraph 13 above. It is the intention of the ASSISTANT SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSISTANT SUPERINTENDENT expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code, which states:

**“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her must have materially affected his or her settlement with the debtor or released party.”**

This clause precludes any other action in law or in equity against the SANTA ANA UNIFIED SCHOOL DISTRICT as a result of the BOARD OF EDUCATION's determination to terminate this Contract of Employment without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the District in compensation for a paid administrative leave of absence or as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the SANTA ANA UNIFIED SCHOOL DISTRICT if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: \_\_\_\_\_ BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
VALERIE AMEZCUA  
PRESIDENT OF THE BOARD

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
HIACYNTH D. MARTINEZ, ED.D.  
ASSISTANT SUPERINTENDENT,  
HUMAN RESOURCES

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
STEFANIE P. PHILLIPS, ED.D  
SUPERINTENDENT

Date of Board of Education approval in open session: \_\_\_\_\_

## 11. Regular Agenda - Action Items

---

<b>Subject</b>	<b>11.7 Approval of New Job Description: Coordinator of Health Services/Home Hospital Instruction</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Budgeted	Yes
Budget Source	Repurposing: General Funds 17%, Medi-Cal 83% Certificated Program Specialist: Level 12, \$102,284 - \$108,992 (211 days) Certificated Manager Salary Schedule: Level 42, \$117,048 - \$132,840 (224 days)
Recommended Action	Approve the new job description: Coordinator of Health Services/Home Hospital Instruction.
Goals	<p>GOAL 4 - Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs</p> <p>ACTION 4.8 - Provide targeted Restorative Practice strategies, drop-out prevention and retention efforts, diversion programs, mentoring, mental health services and other wellness programs.</p> <p>SERVICES 4.08008 Wellness/Health</p>

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of New Job Description: Coordinator of Health Services/Home Hospital Instruction

**ITEM:** Action

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Sonia Llamas Ed.D, LCSW, Assistant Superintendent, K-12 School Performance and Culture

**ITEM SUMMARY:**

- New job description of Coordinator of Health Services/Home Hospital Instruction is needed to oversee and support school sites in the monitoring and expansion of Health Services and HHI programs serving SAUSD students.

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a new job description: Coordinator of Health Services/Home Hospital Instruction. This position will report to the Assistant Superintendent of K-12 School Performance and Culture or designee. The Coordinator of Health Services/Home Hospital Instruction will serve as a lead in implementing and coordinating Health Services and Home Hospital Instruction (HHI) programs.

**RATIONALE:**

There is a need for greater oversight and support for Health Services and HHI since the programs continue to expand its breadth of services to students and families of Santa Ana Unified School District. Currently, a Program Specialist is facilitating the program; however, the oversight and role of this lead needs to increase due to program growth and increased needs of students and staff. In addition, developing a Coordinator of Health Services will improve the quality of evaluations and monitoring of the 20 school nurses, 46 LVN's and 4 Home Hospital Instructors. This oversight includes, but is not limited to, consistent trainings, collaboration district-wide with school administration and community partners, implementation of Board policies, adherence to best practices, and general coordination of all District health and home instruction program needs.

The new job description is attached.

**FUNDING:**

Repurposing: General Funds 17%, Medi-Cal 83%

Certificated Program Specialist: Level 12, \$102,284 - \$108,992 (211 days)

Certificated Manager Salary Schedule: Level 42, \$117,048 - \$132,840 (224 days)

**RECOMMENDATION:**

Approve the new job description: Coordinator of Health Services/Home Hospital Instruction.

MAM:sl;gg

**File Attachments**

1-Attachment-Coordinator of Health Services and Home Hospital Instruction JD.pdf (167 KB)



## SANTA ANA UNIFIED SCHOOL DISTRICT

### COORDINATOR OF HEALTH SERVICES / HOME HOSPITAL INSTRUCTION

#### **JOB SUMMARY:**

Under direction of the Assistant Superintendent of K-12 School Performance and Culture or designee, supervise, develop, coordinate and manage Health Services and Home/Hospital Instruction (HHI) programs district-wide to support and improve student health outcomes resulting in increased academic success for students.

#### **REPRESENTATIVE DUTIES:**

- Provide leadership to the district on health-related protocols and procedures. **E**
- Responsible for implementation of both short and long term program goals and objectives to ensure Health Services is effective and efficient in serving the health and home instruction needs of SAUSD students. **E**
- Supervise and evaluate all program staff including but not limited to School Nurses, Licensed Vocational Nurses, and Home Instruction teachers. **E**
- Provide staff development and training to Health/HHI Services staff to safeguard best practices and most current protocols are implemented program-wide. **E**
- Provide staff development and training to school administrators, certificated and classified staff, and parents, and Wellness Centers on health-related topics and concerns. **E**
- Coordinate efforts to recruit, hire, and onboard new Health Services staff. **E**
- Oversee and manage budget, provide updates and reports. **E**
- Develop systems and procedures to facilitate communication, collaboration and case management with community partners and other agencies providing medical services to students and families of the District. **E**
- Develop and coordinate partnerships with community-based agencies to promote school-based flu clinics, and other medical, vision and dental services. **E**
- Responsible for program reports, documentation, data collection to assure program compliance and effectiveness. Evaluate program components for compliance with district, state, and federal guidelines/standards. **E**
- Facilitate and support emergency responses and preparation for district EOC operations. **E**

**COORDINATOR OF HEALTH SERVICES / HOME HOSPITAL  
INSTRUCTION (CONTINUE)**

**REPRESENTATIVE DUTIES: (Continued)**

- Perform related duties as assigned. E

**KNOWLEDGE AND ABILITIES:**

Knowledge of:

- Oral and written communication skills.
- Board Policies and Administrative Regulations.
- Applicable sections of Education Code.
- Effective staff development practices.
- Effective practices and procedures for school-based health services.
- Effective collaboration strategies.
- Understanding of standards for school nursing.
- Cultural competency, understanding of the community.
- Understanding of Special Education.
- District guidelines and emergency systems.

Ability to:

- Collaborate with community partners and various district departments.
- Work effectively with parents and medical community.
- Effectively supervise and support Health/HHI personnel.
- Compile data and prepare reports demonstrating program effectiveness.
- Work under pressure and manage crisis situations.
- Perform essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to Master's degree and five years' experience in school nursing as a certificated employee and two years administrative experience pertaining to health services.

**LICENSES AND OTHER REQUIREMENTS:**

- Valid California teaching or service credential.
- Valid administrative credential.
- Valid California drivers' license.
- Bilingual desirable.

**COORDINATOR OF HEALTH SERVICES / HOME HOSPITAL  
INSTRUCTION (CONTINUE)**

**WORKING CONDITIONS:**

**Environment:**

- Office environment.
- Drive vehicle between different school sites.

**Physical Abilities:**

- Hearing and speaking accurately to exchange information in an effective and clear manner.
- Vision for driving and reading program-related materials.
- Sitting and standing.
- Dexterity of hands to operate equipment.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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



## 11. Regular Agenda - Action Items

---

<b>Subject</b>	<b>11.8 Approval of New Job Description: Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students)</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Recommended Action	Approve the new job description: Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students).
Goals	<p>GOAL 4 - Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs</p> <p>ACTION 4.8 - Provide targeted Restorative Practice strategies, drop-out prevention and retention efforts, diversion programs, mentoring, mental health services and other wellness programs.</p> <p>SERVICES 4.06001 Intervention programs</p>

### AGENDA ITEM BACKUP SHEET

**TITLE:** Approval of New Job Description: Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students)

**ITEM:** Action

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Sonia Llamas Ed.D, LCSW, Assistant Superintendent, K-12 School Performance and Culture

#### ITEM SUMMARY:

- New job description of Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students) is needed to ensure McKinney-Vento, Foster and Foreign Exchange assistance is effective and efficient in serving the enrollment, attendance and academic needs of SAUSD students.

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a new job description: Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students). This position will report to the Assistant Superintendent of K-12 School Performance and Culture and/or administrative designee. The Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students) will facilitate, support and improve student retention, recruitment, attendance, social-emotional well-being and academic outcomes.

#### RATIONALE:

There is a need to develop a coordinator position that integrates the McKinney-Vento, Foster and new Foreign Exchange Student (international students) supports for several reasons. First, having a higher level position builds in a stronger system of accountability for all three programs. In addition, this integration will facilitate maximizing the services and systems needed to adequately meet the needs of the three identified subgroups. In order to facilitate successful recruitment and enrollment of foreign exchange students the District will need to allocate administrator time to ensure this opportunity is fully developed and appropriately implemented. Although, the McKinney-Vento, foster and exchange students all belong to unique subgroups that require specific services they also have many similar dynamics such as the extensive mandates and support needed to ensure student success. The Coordinator will develop extensive knowledge and expertise of these mandates and other unique needs of these groups while maximizing the roles of staff, school-based programs and other services available throughout SAUSD.

The new job description is attached.

**FUNDING:**

Certificated Manager Salary Schedule: Level 42, \$117,048 - \$132,840 (224 days)

**RECOMMENDATION:**

Approve the new job description: Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students).

MAM:sl;gg

**File Attachments**

6-Attachment NEW JD-Coordinator of Student Assistance (McKinney-Vento, Foster, Foreign Exchange Students).pdf (168 KB)



**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**COORDINATOR OF STUDENT ASSISTANCE (MCKINNEY-VENTO,  
FOSTER, FOREIGN EXCHANGE STUDENTS)**

**JOB SUMMARY:**

Under direction of Assistant Superintendent of K-12 School Performance and Culture and/or administrative designee, supervise, develop, coordinate and manage McKinney-Vento Homeless Student Assistance, Foster Youth Programs and Foreign Exchange Student Assistance district-wide to facilitate, support and improve student retention, recruitment, attendance, social-emotional well-being and academic outcomes.

**REPRESENTATIVE DUTIES:**

- Provide leadership to the district on policies, systems and programs related to McKinney-Vento Homeless Student Assistance, Foster Youth Programs and Foreign Exchange Student Assistance. **E**
- Responsible for implementation of both short and long term program goals and objectives to ensure McKinney-Vento, Foster and Foreign Exchange assistance is effective and efficient in serving the enrollment, attendance and academic needs of SAUSD students. **E**
- Supervise and evaluate all program staff, develop collaborative relationships with school-based staff to eliminate barriers prohibiting student and program implementation. **E**
- Provide staff development and training to Wellness Centers, school administration and all support staff, both certificated and classified, to safeguard best practices and maximize linkages and support for students and their families. Training will also ensure protocols are implemented district-wide. **E**
- Provide resources, linkages and support to parents and families to maximize student success. **E**
- Coordinate efforts to recruit, hire, and onboard new staff and increase the number of Interns serving students and families of McKinney-Vento, Foster, and Foreign Exchange Assistance Programs. **E**
- Oversee and manage several budgets, provide updates and reports with accuracy and timeliness. **E**
- Develop systems and procedures to facilitate communication, collaboration and case management with community partners and other agencies providing support services to students and families of the District. This includes development and coordination of

**COORDINATOR OF STUDENT ASSISTANCE (MCKINNEY-VENTO, FOSTER, FOREIGN EXCHANGE STUDENTS) (CONTINUE)**

**REPRESENTATIVE DUTIES: (Continued)**

partnerships with community-based agencies to promote linkages to basic needs, mental health, medical, vision and dental services. **E**

- Responsible for program reports, documentation, data collection to assure program compliance and effectiveness. Evaluate program components for compliance with district, state, and federal guidelines/standards. **E**
- Facilitate support groups, clubs or linkages with Wellness Centers to promote student connections, resiliency, and cohesiveness with peers and staff at school sites. **E**
- Seek, write and develop new grant applications supporting the enhancement and expansion of McKinney-Vento, Foster and Foreign Exchange Student Assistance Programs. **E**
- Perform related duties as assigned. **E**

**KNOWLEDGE AND ABILITIES:**

Knowledge of:

- Oral and written communication skills.
- Board Policies and Administrative Regulations.
- Applicable sections of Education Code.
- Effective staff development practices.
- Effective practices and procedures for school-based student assistance programs.
- Effective collaboration strategies.
- Understanding of state and federal guidelines for grants.
- Cultural competency, including understanding of the local community as well as cultures of international students.
- Understanding of enrollment guidelines of Homeland Security.
- District guidelines for McKinney-Vento and Foster support strategies.

Ability to:

- Collaborate with community partners and various district departments.
- Work effectively with parents and community partnerships.
- Effectively supervise and support student assistance personnel.
- Compile data and prepare reports demonstrating program effectiveness.
- Work under pressure and manage crisis situations.
- Perform essential functions of the job.

**COORDINATOR OF STUDENT ASSISTANCE (MCKINNEY-VENTO, FOSTER, FOREIGN EXCHANGE STUDENTS) (CONTINUE)**

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to Master's degree and four years' experience in student support services pertaining to McKinney-Vento, Foster or Foreign Exchange Student Assistance Programs or similar student support services.

**LICENSES AND OTHER REQUIREMENTS:**

- Valid California teaching or Pupil Personnel Services Credential.
- Valid administrative credential desirable.
- Valid California driver's license.
- Bilingual desirable.

**WORKING CONDITIONS:**

**Environment:**

- Office environment.
- Drive vehicle between different school sites.

**Physical Abilities:**

- Hearing and speaking accurately to exchange information in an effective and clear manner.
- Vision for driving and reading program-related materials.
- Sitting and standing.
- Dexterity of hands to operate equipment.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

## **11. Regular Agenda - Action Items**

---

<b>Subject</b>	<b>11.9 Approval of New Job Description: Coordinator of Community Relations</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Recommended Action	Approve the new job description: Coordinator of Community Relations.
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.</p> <p>ACTION 2.3 - Provide engagement opportunities for all stakeholders, including family and community, to District events (e.g. Annual Parent Conference, Open House, Back to School Nights, and School Choice Events).</p> <p>SERVICES 2.03008 Community Relations</p>

### **AGENDA ITEM BACKUP SHEET**

**TITLE:** Approval of New Job Description: Coordinator of Community Relations

**ITEM:** Action

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Sonia Llamas Ed.D, LCSW, Assistant Superintendent, K-12 School Performance and Culture

**ITEM SUMMARY:**

- New job description of Coordinator of Community Relations will serve as a liaison and community resource for students, staff, parents, parent groups, community groups, and advisory committees.

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a new job description: Coordinator of Community Relations. This position will report to the Director of Community Relations. The Coordinator of Community Relations will coordinate, assist and act as a liaison between District Office staff and all stakeholders, including, but not limited to school site staff, parents, students, and community members.

**RATIONALE:**

There is a need to develop a Coordinator position for the Community Relations Department. This position will assist and support the growth and expand the district's outreach to develop, foster, and main effective working relationships with key constituents and for effective communications and collaboration between the district and community stakeholders and build a deep understanding and support for Santa Ana Unified school District.

**FUNDING:**

Classified Manager Salary Schedule: Level 13, \$5,883 - \$7,214 (monthly)

**RECOMMENDATION:**

Approve the new job description: Coordinator of Community Relations.

MAM:sl;gg

**File Attachments**

7- Attachment NEW JD - Coordinator of Community Relations 6-11-19.pdf (164 KB)



**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**COORDINATOR OF COMMUNITY RELATIONS**

**JOB SUMMARY:**

Under direction of the Director of Community Relations, coordinate, assist and act as a liaison between District Office staff and all stakeholders, including, but not limited to school site staff, parents, students, and community members.

**REPRESENTATIVE DUTIES:**

- Serve as a liaison and community resource for students, staff, parents, parent groups, community groups, and advisory committees. **E**
- Act as a liaison using mediation skills between all stakeholders in an interpersonal skilled manner, by using courtesy, tact, diplomacy, sensitivity, patience, and professionalism. **E**
- Promote and coordinate involvement by parent, business community and civic representatives in the implementation of the traditional and school improvement programs. **E**
- Facilitate development of District programs and practices responding to community needs, interests, and/or concerns. **E**
- Support and inform the development informational and/or promotional materials to highlight District programs. **E**
- Represent District at meetings and host important visitors. **E**
- Monitor and support the use of community resources and the effectiveness of those resources in meeting District/community needs. **E**
- Facilitate family-District communication and assist with the resolutions of problems. Work collaboratively with school sites, District departments, and various program staff to assure coordination of services. **E**
- Coordinate in the implementation of an effective system for communicating with internal and external stakeholders. **E**
- Support, facilitation, and establish positive public relations strategies and strong working relationships with community groups, and various community organizations to support District efforts and provide resources and supports for students and families. **E**



## **COORDINATOR OF COMMUNITY RELATIONS (CONTINUE)**

### **REPRESENTATIVE DUTIES: (Continued)**

- Represent the District at a variety of conference and workshops to maintain current knowledge of applicable laws, codes, rules, and regulations. **E**
- Attend staff and committee meetings as assigned. **E**
- Perform related duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- District policies and procedures.
- Correct English usage, grammar, spelling, punctuation, and vocabulary.
- Budget preparation and control.
- Socio-economic and urban issues.
- School site leadership in an administrative capacity.
- Community, city and District.

#### Ability to:

- Communicate to a variety of audiences both orally and in writing.
- Plan and manage special events.
- Speak, read and write in Spanish preferred.
- Perform a variety of complex functions and coordinate projects and staff.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with all levels of staff, students, and the public.
- Utilize good interpersonal skills.
- Demonstrate good judgment, tact, diplomacy, patience, professionalism, and courtesy.
- Operate standard modern office equipment, including computers and related software applications.
- Analyze situations accurately and adopt an effective course of action.
- Work in a multiethnic setting.
- Work independently with little direction.
- Use a variety of mediation skills in different and at times tense settings.
- Plan and organize work to meet schedules and timelines, maintain records and prepare correspondence.
- Complete assignments with many interruptions.
- Understand the internal workings of Santa Ana and engage stakeholders.
- Engage in school and city community activities.

## **COORDINATOR OF COMMUNITY RELATIONS (CONTINUE)**

### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to a Bachelor's degree in community and governmental relations or four years of professional experience in community relations; non-profit community-based organization experience. Bilingual/biliterate English-Spanish preferred.

### **LICENSES AND OTHER REQUIREMENTS:**

- Valid California Driver's License.
- Must have the ability to obtain and maintain vehicle insurance under the District's vehicle insurance policy.
- Fluent oral and written skills in Spanish are required for designated assignment.

### **WORKING CONDITIONS:**

#### **Environment:**

- Office environment, school sites and community.
- Numerous interruptions.
- Frequent travel to and between school sites and community agencies.
- Drive a vehicle to conduct work.

#### **Physical Abilities:**

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to read a variety of materials and drive a vehicle.
- Sitting or standing for extended periods.
- Dexterity of hands and fingers to operate a computer keyboard and other office equipment.
- Lifting or moving objects, normally not exceeding forty (40) pounds.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

## **11. Regular Agenda - Action Items**

---

<b>Subject</b>	<b>11.10 Approval of New Job Description: Extended Learning Field Supervisor</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
Budgeted	Yes
Budget Source	General Fund: Classified Salary Schedule Grade 40: \$4,961 – \$6,330 (monthly)
Recommended Action	Approve the new job description: Extended Learning Field Supervisor.
Goals	<p>GOAL 4 - Implement a robust Multi-Tiered System of Support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs</p> <p>ACTION 4.2 - Provide access to targeted students within all sub-groups to extended learning opportunities by expanding before, after and Saturday school programs, tutoring, summer school programs, and access to transportation services as needed</p> <p>SERVICES 4.02008 Engage 360 After School Program</p>

### **AGENDA ITEM BACKUP SHEET**

**TITLE:** Approval of New Job Description: Extended Learning Field Supervisor

**ITEM:** Action

**SUBMITTED BY:** Mark McKinney, Associate Superintendent, Human Resources

**ITEM SUMMARY:**

- The new job description focuses on increased supervision and support of 51 TK-12 Extended Learning programs and their staff, to ensure program quality, compliance with grant requirements and regulations, and adherence to District and Department policies and procedures.

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the new job description: Extended Learning Field Supervisor. The Extended Learning Field Supervisor must have a high level of understanding in the after school field and the ability to perform technical job functions.

**RATIONALE:**

At the April 16, 2019 Board meeting, the Board approved the expansion of Extended Learning programs services, including the change in programs structure and community providers, add wait list students, expanded to before school services, and add four (4) Extended Learning Field Supervisor positions.

Santa Ana Unified School District is unique in their Extended Learning model and therefore limited in other programs and Districts it could benchmark. After assessing other internal departments, the Nutrition Services Field Supervisor position was used as a benchmark for the creation of the Extended Learning Field Supervisor, including the recommended salary grade.

The Extended Learning Field Supervisor will complete a variety of duties that support the department and Engage 360° and ASSETs programs. The Extended Learning Field Supervisor will provide general supervision to, coordinate with, and monitor Extended Learning programs at assigned school sites. The position will assess program quality and provide coaching, training, and support to Extended Learning staff. They will ensure compliance with grant requirements and regulations, and adherence to District and Department policies and procedures. They will prepare a variety of records and reports related to assigned activities as well as recruit, train, and evaluate personnel. This position will report to the Director or designee.

The new job description is attached.

**FUNDING:**

General Fund: Classified Salary Schedule Grade 40: \$4,961 – \$6,330 (monthly)

**RECOMMENDATION:**

Approve the new job description: Extended Learning Field Supervisor.

MAM:gg

**File Attachments**

4-Attachment - Extended Learning Field Supervisor JD 6-11-19.pdf (179 KB)



## SANTA ANA UNIFIED SCHOOL DISTRICT

### EXTENDED LEARNING FIELD SUPERVISOR

#### **JOB SUMMARY:**

Under direction of the Director of Extended Learning Programs or designee, provide general supervision to, coordinate with, and monitor Extended Learning programs at assigned school sites; assess program quality, compliance, and operations; prepare a variety of records and reports related to assigned activities; recruit, train, and evaluate personnel.

#### **REPRESENTATIVE DUTIES:**

- Visit before and after school program sites to observe, monitor and recommend procedures, practices and methods of effective after school operations and programming. **E**
- Recommend improvement of before and after school services and procedures. **E**
- Identify training and coaching needs of After School employees (e.g. After School Quality Standards, Attendance Improvement Plans, etc.) **E**
- Train and monitor Extended Learning program sites to ensure compliance with Federal and State grant requirements and regulations, and District policies, regulations, and procedures pertaining to the Department. **E**
- Supervise, monitor, and support schools' and departments' regarding before and after school work performance and effectiveness. **E**
- Assist with monitoring and ensuring before and after school sites maintain the grant required staff to student ratio. **E**
- Recommend program equipment and supply purchases for sites. **E**
- Assist in the interviewing and recommendation process of candidates for employment in the Extended Learning Department. **E**
- Develop and maintain relationships with school community stakeholders. **E**
- Act as liaison between site based staff and Department administrators. **E**
- Communicate effectively with students, staff, supervisors, parents, and the community. **E**

## **EXTENDED LEARNING FIELD SUPERVISOR (CONTINUE)**

### **REPRESENTATIVE DUTIES: (Continue)**

- Maintain professional and courteous conduct. **E**
- Promote a positive, productive, and respectful working environment. **E**
- Perform related duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Federal and State grant requirements and regulations pertaining to After School programs.
- Principles and practices of administration, supervision, safety, and training.
- Principles and practices of Quality After School Programs.
- Problem solving, analytical, and time management skills.
- Principles of record keeping and record management.
- Oral and written communications skills.
- Operation of computer hardware and software.

#### Ability to:

- Work effectively with school administrators, District employees, labor representatives, and other stakeholders.
- Understand and explain complex rules and procedures.
- Train employees to supervise and work in schools.
- Understand and supervise the implementation of after school program services, staff to student ratios, and staff performance.
- Prepare and maintain records and reports in accordance with Federal, State, and District standards.
- Train and supervise employees to use established work procedures.
- Evaluate the performance of Extended Learning employees.
- Establish and maintain effective working relationships with others.
- Work independently with little direction.
- Meet deadlines.
- Communicate effectively with others.
- Perform the essential functions of the job.

## **EXTENDED LEARNING FIELD SUPERVISOR (CONTINUE)**

### **EDUCATION AND EXPERIENCE:**

High School Diploma or GED and a minimum of an Associate's Degree in any of the following programs: Human Services, Child Development, Sociology, Human Development or related field and two years of supervisory or management experience.

### **LICENSES AND OTHER REQUIREMENTS:**

- Valid California driver's license

### **WORKING CONDITIONS:**

#### **Environment:**

- Before and after school program areas and office environment.
- Indoor and outdoor environments.
- Drive vehicle to conduct work.

#### **Physical Abilities:**

- Hearing and speaking accurately to exchange information.
- Seeing to monitor program service operations, read a variety of materials and drive a vehicle.
- Bending at the waist, kneeling or crouching.
- Lifting, carrying, pushing or pulling objects, normally not exceeding thirty (30) pounds.
- Reaching overhead, above the shoulders and horizontally.
- Standing and walking for extended periods of time.
- Fine motor dexterity to type and utilize computer and other electronics.

#### **Hazards:**

- N/A

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

## **11. Regular Agenda - Action Items**

---

<b>Subject</b>	<b>11.11 Authorization to Award a Contract for Bid Package No. 1 – Power Upgrade at Saddleback High School</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	Yes
Dollar Amount	\$4,216,528.00
Budgeted	Yes
Budget Source	Deferred Maintenance Fund
Recommended Action	Authorize staff to award a contract to JRH Construction Company for Bid Package No. 1 - Power Upgrade at Saddleback High School.
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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:** Authorization to Award a Contract for Bid Package No. 1 – Power Upgrade at Saddleback High School

**ITEM:** Action

**SUBMITTED BY:** Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

#### **ITEM SUMMARY:**

- Award Bid Package to JRH Construction Co., the lowest responsive, responsible bidder
- Total Bid Amount with deductive alternate: \$4,216,528
- To be paid from Deferred Maintenance Fund
- Contract Start: June 12, 2019
- Contract End: January 31, 2020
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to award a contract for Bid Package No. 1 - Power Upgrade at Saddleback High School.

#### **RATIONALE:**



Legal advertisement of notice calling for bids was placed in the Orange County Reporter on April 19, and April 26, 2019. On May 13, 2019, staff received and opened two bids. JRH Construction Company, represents the lowest responsive, responsible bidder. JRH Construction, has previously contracted with the District for services, and has been vetted through the prequalification process.

The following is a list of all bids received (Bid must be awarded to lowest responsible Base Bid amount as per Public Contract Code Section 20103.8).

<b>Contractor</b>	<b>Base Bid</b>	<b>Total Alternates</b>	<b>Total Bid with Alternates</b>
<b>JRH Construction Company</b>	<b>\$4,526,528</b>	<b>(\$310,000)</b>	<b>\$4,216,528</b>
Plyco Corp.	\$4,774,000	(\$200,000)	\$4,574,000

**FUNDING:**

Deferred Maintenance Fund.: \$4,216,528

**RECOMMENDATION:**

Authorize staff to award a contract to JRH Construction Company for Bid Package No. 1 - Power Upgrade at Saddleback High School.

## 11. Regular Agenda - Action Items

---

<b>Subject</b>	<b>11.12 Adoption Resolution No. 18/19-3296 - Non-School Use of the Garfield "Pacific Electric Substation No. 14" Wellness Center</b>
Meeting	Jun 11, 2019 - Regular Board Meeting
Access	Public
Type	Action
Preferred Date	Jun 11, 2019
Absolute Date	Jun 11, 2019
Fiscal Impact	No
Budgeted	No
Recommended Action	Adopt Resolution 18/19-3296 – Non-School use of the Garfield "Pacific Electric Substation No. 14" Wellness Center, submit the adopted Board resolution to the Division of State Architect, notifying DSA that the "Red Car" building will only be used for Adult Education Wellness Center purposes only, and approve the posting of signage notifying the public "This building does not meet the structural standards imposed by law for earthquake safety".
Goals	<p>GOAL 3 - Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.</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 3.03007 Other</p>

### AGENDA ITEM BACKUP SHEET

**TITLE:** Adoption of Resolution 18/19-3296 - Non-School Use of the Garfield "Pacific Electric Substation No. 14" Wellness Center

**ITEM:** Action

**SUBMITTED BY:** Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

#### ITEM SUMMARY:

- Adopt Resolution No. 18/19-3296-Non-School Use of the Garfield "Pacific Electric Substation No. 14" Wellness Center
- Also known as the "Red Car" building
- The "Red Car" building will be used for Adult Education Wellness Center purposes only.
- Post signs at the location stating "This building does not meet the structural standards imposed by law for earthquake safety"

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to adopt Resolution 18/19-3296 - Non-school Use of the Garfield "Pacific Electric Substation No. 14" Wellness Center.

#### RATIONALE:

On, or about 1907, the Pacific Electric Company built Substation No. 14 to power its "Red Car" fleet of street cars located at 802 E. 5<sup>th</sup> St., Santa Ana.

According to the Field Act (Ed. Code, § 17280 et seq.) which establishes minimum standards for the design and construction of school buildings to ensure the safety of the pupils, faculty, and the public, only structures approved by the Division of State Architect (DSA) shall be used as school buildings. Consequently, since this DSA approval does not apply for the "Red Car" building, District students and faculty cannot use this building.

Since the “Red Car” building cannot be used for school purposes, DSA’s Regulations, Section 4-310, requires the Board to adopt a resolution which must be submitted to DSA stating the building shall not be used for school purposes and also signage is to be installed in the building informing the public that the building does not meet the structural standards imposed by law for school earthquake safety.

**FUNDING:**

No fiscal impact beyond the cost of the signage installation.

**RECOMMENDATION:**

Adopt Resolution 18/19-3296 – Non-School use of the Garfield “Pacific Electric Substation No. 14” Wellness Center, submit the adopted Board resolution to the Division of State Architect, notifying DSA that the “Red Car” building will only be used for Adult Education Wellness Center purposes only, and approve the posting of signage notifying the public “This building does not meet the structural standards imposed by law for earthquake safety”.

**File Attachments**

[2a 06 11 19 Adopt Resolution 1819-3296 Garfield Pacific Electric Substation 14 Wellness Center2 Resolution.pdf](#)  
(107 KB)

**RESOLUTION NO. 18/19-3296**

**BOARD OF EDUCATION  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA**

**RESOLUTION REGARDING NON-SCHOOL USE OF THE GARFIELD “PACIFIC  
ELECTRIC SUBSTATION NO. 14” WELLNESS CENTER**

WHEREAS, the Field Act (Ed. Code, § 17280 et seq.) establishes minimum standards for the design and construction of school buildings to ensure the safety of the pupils, the teachers, and the public and provides that the California Department of General Services, Division of State Architect (“DSA”) shall supervise and approve the design and construction of any school building; and

WHEREAS, to implement the Field Act, DSA has adopted regulations within California Code of Regulations, title 24 (“DSA’s Regulations”); and

WHEREAS, the design and construction requirements of the Field Act and DSA’s Regulations do not apply to certain buildings that are considered excluded, including buildings or structures for non-school use where such buildings or structures do not provide facilities for either pupils or teachers and are not intended to be entered by them as such for school purposes; and

WHEREAS, DSA’s Regulations section 4-310 excludes a post-1933 building that is not to be used for school purposes and where no pupils or teachers, as such, will be permitted to use or enter the post-1933 building for school purposes; and

WHEREAS, the Santa Ana Unified School District (“District”) is the owner, in fee simple, of the Garfield “Pacific Electric Substation No. 14” Wellness Center (“Red Car” building) located at 802 E. 5<sup>th</sup> St., Santa Ana, County of Orange, State of California; and

WHEREAS, on, or about 1907, the Pacific Electric Company built Substation No. 14 to power its “Red Car” fleet of street cars;

WHEREAS, the “Red Car” building is used for Adult Education Wellness Center purposes only; and

WHEREAS, the “Red Car” building is not used for school purposes and pupils and teachers are not permitted to enter these buildings for school purposes; and

WHEREAS, since the “Red Car” building is used for Adult Education Wellness Center purposes only, they are excluded from the construction requirements of the Field Act and DSA’s Regulations even though they exist upon the Garfield Elementary School campus; and

WHEREAS, for excluded buildings, DSA’s Regulations section 4-310 requires the following actions: (1) A school district’s governing board (“governing board”) shall adopt a resolution, which must be submitted to DSA, that states that the building shall not be used for school purposes

and that no pupils or teachers, as such, will be permitted to use or enter the building for school purposes or be subjected to a hazard resulting from the building's collapse; (2) A sign shall be posted on the building in a conspicuous place stating, "This building does not meet the structural standards imposed by law for earthquake safety", in accordance with Education Code section 17368; and (3). The governing board shall take all necessary measures and precautions to prevent use of the building by pupils and teachers for school purposes and to prevent injuries to the pupils or teachers as a result of collapse.

NOW THEREFORE, BE IT RESOLVED, that the District's Governing Board hereby finds, determines, declares, orders and resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. the "Red Car" building shall not be used for school purposes and no pupils or teachers will be permitted to use or enter "Red Car" building for school purposes or to be subjected to a hazard resulting from the buildings' collapse.

Section 3. the "Red Car" building is excluded from the design and construction requirements of the Field Act and DSA's Regulations.

Section 4. In accordance with DSA Regulations § 4-310, a public notice sign shall be posted in a conspicuous place on the "Red Car" building, and these signs shall state, at a minimum, "This building does not meet the structural standards imposed by law for earthquake safety."

Section 5. In accordance with DSA Regulations § 4-310, District staff shall hereby take all necessary measures and precautions to prevent school use of "Red Car" building by pupils and teachers for school purposes and to prevent injuries to the pupils or teachers as a result of collapse.

Section 6. The Board hereby directs District staff to provide a copy of this resolution to DSA.

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

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Board of Education Members Signatures:

Valerie Amezcua, President: \_\_\_\_\_

Rigo Rodriguez, Ph.D., Vice President: \_\_\_\_\_

Alfonso Alvarez, Ed.D., Clerk: \_\_\_\_\_

John Palacio, Member: \_\_\_\_\_

State of California    )  
  ) SS  
County of Orange     )

I, Valerie Amezcua, the President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by said Board at a Regular meeting thereof held on the 11<sup>th</sup> day of June, 2019, and passed by a vote of \_\_\_\_\_ of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Valerie Amezcua,  
President of the Board of Education