

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

MINUTES

**REGULAR BOARD MEETING
SANTA ANA BOARD OF EDUCATION
Tuesday, June 25, 2019**

CALL TO ORDER: 3:00 p.m.

Board President Amezcua called the meeting to order at 3:11 p.m. Other members in attendance were Dr. Rodriguez, Dr. Alvarez, 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

The Regular Board meeting recessed at 3:11 p.m. to consider student matters, existing litigation, anticipated litigation, personnel matters, terms of employee employment agreement, and labor negotiations.

RECONVENE REGULAR MEETING

The Regular meeting reconvened at 7:07 p.m.

Cabinet members present were Dr. Phillips, Dr. Jimenez, Dr. Stekol, Mr. McKinney, Dr. Allen Dr. Llamas, Dr. Helguera, Mr. Roychowdhury, Mr. Williams, and Dr. Martinez.

PLEDGE OF ALLEGIANCE

Officer Chris Mireles, led the Pledge of Allegiance.

REPORT OF ACTION TAKEN IN CLOSED SESSION

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

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

RECOGNITION/ACKNOWLEDGEMENTS

Mark McKinney, Associate Superintendent, Human Resources

Mr. Palacio congratulated Mr. McKinney on his retirement and presented him with a plaque, an Arizona hat and shirt to thank him for his years of dedicated service, leadership and commitment to the students, staff and families of the SAUSD school community.

SUPERINTENDENT'S REPORT

Dr. Phillips provided information regarding the ground breaking ceremony at Carver Elementary that was held June 12th. The removal of eight portable classrooms for a new permanent state-of-the-art 10,000 square-foot, two-story classroom building with six restrooms, an elevator, and a 2,600 square foot lunch center. Also, included is an expansion of the existing parking lot, new playground equipment, new hard courts for basketball and tetherball, and a synthetic field. The majority of the funding comes from the states Overcrowding Relief Grant program, and a small portion comes from the Districts Measure I Bond Measure and is scheduled to be complete by January 2020. She also invited everyone to Disney's Aladdin Jr., this Friday, June 28th at 7:30 p.m., or Saturday, June 29th at 2:00 p.m. for this year's elementary and intermediate summer musical, Aladdin Jr., the Dual Language Version. Our 3rd through 8th grade SAUSD students

will perform at Santa Ana High School's Bill Medley Auditorium – admission is FREE! Superintendent also invited everyone to attend the SAUSD Summer Enrichment Program's In the Heights, Thursday, July 11th and Friday, July 12th at Santa Ana High School's Bill Medley Auditorium – admission is FREE. Showings are 3:30 pm and 7 pm on the 11th and 7 pm on the 12th. Dr. Phillips also wished the Santa Ana Unified School District community a safe and happy 4th of July. Next, she presented a clip of a video telling our story. The full video can be viewed on our District website.

In closing her remarks the Superintendent stated "After much deliberation, deep reflection and consultation with my family, I have decided to honor the terms of my contract until September 2019 as Superintendent of Schools.

When I came to the district over six years ago, I could not have imagined how intensely meaningful and impactful our collective work would be. To say this work is complex, does not begin to describe it. However, through the hard work and grace of our supportive teachers, principals, staff, parents/guardians, community members, Cabinet and our Board of Education, Santa Ana Unified has overcome numerous challenges and made significant organizational strides and academic gains.

Every morning, for 2,123 days, I've awakened to a feeling you all recognize – the weight of the collective 47,000 who expect and deserve for us to bring our best! These deserving young people are largely depending on us to help their dreams and aspirations become reality. As I reflect on the past six years of rewarding, yet often soul-wrenching work, I feel an enormous sense of satisfaction. I'm thankful that I will be leaving this district significantly better than I found it almost six years ago for thousands of students in our City.

Most have heard the adage, "It takes a village to raise a child." In Santa Ana, we can attest daily to the amazing people in this city vigilantly adhering to that proverb. There isn't a stronger, more resilient community in this entire country than the City of Santa Ana. I have been, and continue to be, extremely proud of the significant accomplishments we've created during my time as superintendent. The district has done well in these five areas, which gives me confidence:

- A focus on academic growth which has guided us along the way to today's tremendous student outcomes, including,
- Working to ensure early learning outcomes through full day kindergarten, increased dual language programming, increased preschool seats and other early learning partnerships;
 - Increasing re-designation rates for English Learners;
 - Increasing A-G/AP and IB course access and course completion rates;
 - Increasing college and workplace readiness through increased CTE pathway completion; and
 - Striving to ensure that all students stay in school, on target to graduate with a high school diploma and in some cases a college degree.

Santa Ana Unified's current graduation rate, which exceeds the State and County averages, test scores and ever-growing state and national reputation are proof positive that we have either met, or are close on the heels, of our goals. Congratulations and thank you.

Maintaining a balanced, sound budget for most of the past 6 years. Hundreds of school districts across the country, and in fact right here in California, have been unable to make the progress I noted above due to fiscal instability. Without sure financial footing, our work is an uphill battle that often leaves students suffering in crumbling schools that are void of the vital resources necessary to prepare them for today's global workplace, marketplace and economy. I'm proud that we have been able to provide our students with some truly remarkable experiences, including those in the arts, sciences and career and technical areas, to name a few – due to our financial prudence and thoughtfulness as we invest in over 47,000 students, and thousands more in our community, each year. A special thank you to the Board of Education for their steadfast guidance.

Ensuring Equity and Access for all through the implementation of multi-tiered systems of support in conjunction with our new data warehouse and key performance indicators. This has allowed us the ability to strategically focus our efforts and resources on areas of student need and manage accountability based on data. I'm so proud of the work that you all have done on behalf of those who often find themselves without a voice to advocate or speak on their own behalf. Socio-emotional learning, mental health services and restorative practices are all initiatives that have created growth for our students. Parents have also benefited through parent education programs provided through the wellness centers, parent conferences and Family and Community Engagement (FACE) efforts. We have, in fact, made this great district a shining example that many others in the state and across the country look to for ideas about how to support students.

Major facilities enhancements and new school construction projects have dramatically improved the school-day for our students and staff– ensuring that the hours they spend with us are in safe, clean, modern environments. The diligent management and oversight of Measure G funds and State funding allowed the district to make significant enhancements to remove portables, upgrade classrooms and create makerspaces, robotics labs and performing arts classrooms. The recent passage of the \$225 Million Measure I bond ensures that Santa Ana Unified is well-positioned to conduct further enhancements and upgrades to its facilities for years to come. Thank you.

Last, but truly not least, I am proud of Santa Ana Unified being at the center of collaboration and partnership development of all types that directly benefit our youth, and they include: partnerships with the Santa Ana Public School Foundation, County of Orange, OC Healthcare Agency, Santa Ana Chamber of Commerce and High School Inc., Consulado de México, Orange County Hispanic Chamber of Commerce, Kiwanis, AISS, the Kevin Armstrong Foundation, Simon Scholars, XQ Foundation, Nicholas Academic Center, and institutes of higher education including Rancho Santiago Community College District, specifically Santa Ana College, the California State University Chancellors Office and CSU Fullerton, and UC Irvine, Chapman University, Brandman University – all with the goal of getting more students ready and on target for college-level work without remediation. Finally, working in collaboration with Orange County Office of Education and our CORE partner districts has been some of the most rewarding in helping better support our kids. As I reflect, I can honestly say that we are working in a spirit of collaboration that did not exist even five years ago. We are

active on all fronts, in any way possible, to use our resources and our positions in the community to help youth have better options in life.

Santa Ana Unified stands on the precipice of greatness. Over the last six years, we have worked together, creating a system that many didn't think possible. Many of our students have been classified as underachievers by critics, yet they continue to defy the odds. The foundation has been laid and I urge you to stay the course. Continue to work making meaningful connections within your classrooms and schools that create a lifetime of memories in every child you encounter. I urge you to keep pushing relentlessly, because there is so much more yet to be done. Continue to move forward, each of you, in the same diligent manner that has garnered our district improved academic achievement and national recognition.

Nelson Mandela once said, "Education is the most powerful weapon which you can use to change the world." Knowing that I have had a role in providing this vital key, for so many students, is by far the greatest and most rewarding accomplishment of my professional career.

I want to thank you all for entrusting me with the special gift of leading this district. It has been a true pleasure to watch more than 18,000 students march across that graduation stage holding their diplomas high. I will forever be indebted to this community for the time, commitment, trust and care you have shown me. This decision did not come easy, but it's the right one. I am confident that together we have created a solid foundation and culture for the next leader of this amazing district."

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-0, the Board took action to approve the resignation of Superintendent Phillips.

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

PUBLIC PRESENTATIONS

Public speakers addressed the Board regarding TK/K support at Monte Vista, Child Safety, Dual Language at Monroe and Transportation.

Change in Order of Agenda

12.3 Approval of Implementation of Dual Language Program at Monroe Elementary School

Moved by Dr. Alvarez, seconded by Ms. Amezcua, and carried 4-0, to approve the expansion of Dual Language Program at Monroe Elementary School.

Change in Order of Agenda

9. APPROVAL OF CONSENT CALENDAR

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

- 9.1 Approval of Regular Board Meeting Minutes - June 11, 2019
- 9.2 Approval of Board Member Palacio to Attend the Harvard Graduate School of Education - Professional Education/Family Engagement Education July 22-25, 2019 in Cambridge, Massachusetts
- 9.3 Approval of Head Start Self-Assessment Corrective Action Plan for 2018-19 Program Year
- 9.4 Approval of Head Start Health and Safety Corrective Action Plan for 2018-19 Program Year
- 9.5 Approval of Pilot of Creative Writing: Finding Your Voice English Course for 12 Grade High School Students
- 9.6 Approval of Student Expulsion(s) for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 9.7 Ratification of Master Contract and/or Individual Service Agreement with Nonpublic Schools and Agencies for Students with Disabilities for 2018-19 School Year
- 9.8 Approval of Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2018-19 School Year
- 9.9 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2019-20 School Year
- 9.10 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2019-20 School Year

- 9.11 Approval/Ratification of Listing of Software License Agreements with Santa Ana Unified School District for 2018-19 School Year
- 9.12 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
- 9.13 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 22, 2019, through June 11, 2019
- 9.14 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of May 22, 2019, through June 11, 2019
- 9.15 Approval to Increase Adult Meal Prices in School Cafeterias for 2019-20 Fiscal Year
- 9.16 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 9.17 Approval of Revised Job Description: Educational Interpreter for the Deaf and Hard of Hearing (DHH)
- 9.18 Adoption of Resolution No. 19/20-3298 - Authorization of California State Preschool Contract CSPP-9359 for 2019-20 Program Year
- 9.19 Adoption of Resolution No. 19/20-3299 - Authorization of California Prekindergarten and Family Literacy Contract CPKS-9061 for 2019-20 Program Year
- 9.20 Acceptance of Proposition 47- Conexiones Grant for Secondary Schools for 2019-23 School Years

Change in Order of Agenda

- 12.5 Authorization to Extend Contracts for Home-to-School Student Transportation Services Districtwide

Moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 4-0, to authorize staff to extend contracts pursuant to Bid No. 05-16 to Durham School Services, LP, JFK Transportation Company, Inc., and OC Transit, Inc., in the amount not to exceed \$15,000,000 annually for the period of 2-years.
- 12.6 Authorization to Reject All Bids for Bid Package No. 1 – Drop-off at Villa Intermediate 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 - Drop-off at Villa Intermediate School.

Change in Order of Agenda

10. PRESENTATIONS

- 10.1 Special Programs & Associated Budgets for 2019-20 School Year Overview

Presentation was pulled from the agenda.
- 10.2 Family and Community Engagement Update

Dr. Llamas introduced Dr. LopezGuerra, Director of Community Relations, to give an update on Family and Community Engagement.

11. PUBLIC HEARING

- 11.1 Special Education Annual Budget and Service Plans for 2019-20 School Year

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.
 Dr. Helguera provided a presentation regarding the Special Education Annual Budget and Service Plans for 2019-20 School Year.

12. REGULAR AGENDA - ACTION ITEMS

- 12.1 Adoption of Special Education Annual Budget and Service Plans for 2019-20 School Year

Moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-0, to adopt the Special Education Annual Budget and Service Plans for the 2019-20 school year.

12.2 Local Control Accountability Plan Approval

Moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 4-0, to approve the Local Control Accountability Plan.

12.4 Adoption of 2019-20 Budget

Moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 4-0, to adopt the 2019-20 Budget.

13. BOARD REPORTS

Dr. Alvarez would like to ensure that there are parent notification protocols in place.

14. ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 8:48 p.m.

The next Regular Meeting of the Board of Education is Tuesday, July 23, 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 - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESIGNATION FOR PURPOSES OF RETIREMENT 2018-19				
Quan, Julie	Teacher	Fremont	June 30, 2019	
RESIGNATIONS 2018-19				
Feeney, Erin	Speech and Language Pathologist	Speech Department	May 31, 2019	
Spearman, Suzanne	Psychologist	Psychological Services	May 31, 2019	
Vega, Elizabeth	Teacher	McFadden	May 31, 2019	
Wong, David	Teacher	Santa Ana	May 31, 2019	
NEW HIRES/RE-HIRES 2019-20				
Blair, Maureen	Teacher	Taft	August 7, 2019	Rehire - Intern
Castaneda, Francisco	Teacher	Jefferson	August 7, 2019	Rehire - Intern
Christensen, Matthew	NJROTC	Saddleback	August 7, 2019	Rehire - NJROTC 44912
Dionicio, Perla	Teacher	Madison	August 7, 2019	Rehire - Intern
Gamboa, Melinda	Teacher	Special Education	August 7, 2019	Rehire - Intern
Guardado, Luis	NJROTC	Santa Ana	August 7, 2019	Rehire - NJROTC 44912
Kaniski, Cynthia Ann	Teacher	Segerstrom	August 7, 2019	Rehire - Emergency 44911
Osseck, Thomas	NJROTC	Santa Ana	August 7, 2019	Rehire - NJROTC 44912
Perez, Andrea	Teacher	Spurgeon	August 7, 2019	Rehire - Intern
Sandercock, Adam	NJROTC	Santa Ana	August 7, 2019	Rehire - NJROTC 44912

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
NEW HIRES/RE-HIRES 2019-20 (continued)				
	Speech and Language Pathologist	Speech Department	August 7, 2019	Rehire - Probationary I
Smith, Alexandra	Curriculum Specialist	Special Education	July 22, 2019	New Hire - Probationary I
Villalobos, David	Teacher	Sierra	August 7, 2019	Rehire - Intern
Weber, Jaelyn	Teacher	Monte Vista	August 7, 2019	Rehire - Intern
Zamarripa, Victoria				
CHANGE IN STATUS 2018-19				
Esquivel, Alejandra	Teacher	Advanced Learning Academy	August 8, 2018	From Temporary 44909 to Probationary I
Hernandez, Maria De Jesus	Instructional Coach	K-12 Curriculum Instruction/Staff Development	April 8, 2019	From Temporary 44920 to Probationary I
Lionide, Kaylee	Teacher	Advanced Learning Academy	August 8, 2018	From Temporary 44920 to Probationary I
Randall, Tamara	Teacher	Willard	October 16, 2018	From Temporary 44909 to Probationary I
Savelsberg, Patricia	Teacher	Advanced Learning Academy	February 12, 2019	From Temporary 44909 to Probationary I
Serna-Bates, Jessica	Teacher	Advanced Learning Academy	August 8, 2018	From Temporary 44909 to Probationary I
Wong, Lai	Teacher	Advanced Learning Academy	February 19, 2019	From Temporary 44909 to Probationary I
Worrell, Don	Teacher	Willard	August 8, 2018	From Temporary 44920 to Probationary I

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
LEAVE (21 duty days or more) - Without Pay and Without Benefits				
Kitagawa, Christine	Teacher	Valley	August 7, 2019 - May 29, 2020	
CO-CURRICULAR 2018-19				
McDonald-Van Dyke, Jennifer		McFadden	2018-19	Print Journalism, Print Yearbook
Valenzuela, Edward N.		Middle College	2018-19	Print Yearbook
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHER				
Barragan, Ruby		Esqueda		
Chavez, Ana		Martin		
Eidenmuller, Gail		Martin		
Espineli, Tabitha		Carr		From Esqueda to Carr
Flores, Jennifer		Segerstrom		
Gallegos, Maria		Mitchell		
Gamboa, Melinda		Carr		
Gilderman, Evan		Carr		
Hazelwood, Debby		Saddleback		
Heusser, Brianne		Martin		
Maddox, Shannon		Esqueda		
Martinez, Rene		Carr		
Mitsicourides, Alexander		Santa Ana		
Morales, Charleen		Carr		From Esqueda to Carr

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHER (continued)				
Morales, Leticia		Heninger		
Nguyen, Angel		Carr		
Orville, Jan		Kennedy		
Phillips, Marilyn		Carr		
Phillips, Nicole		Carr		
Roberts, Brittany		Martin		
Rubio, Alejandra		Martin		
Seguy, Maria		Carr		
Shimasaki, Darren		Saddleback		
Smith, Carolann		Washington		
Vera, Emma		Washington		
Wedekind, Patricia		Carr		
Whittington, Cheryl		Esqueda		
Witte, Laura		Carr		
Zamudio, Alma		Carr		
SUMMER SCHOOL TEACHERS				
Alvarado, Joaquin		Century		
Cante, Maria		Santa Ana		
Gardea, Jesenia		Santa Ana		
Halewijn, Paul		Lorin Grisett		
Llopis, Richard		Century		
McCamish, Scott		Lorin Grisett		
Pilon, Paul		Segerstrom		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
SUMMER SCHOOL TEACHERS (continued)				
Ta, My		Lorin Grisct		
Veitch, Deborah		Lorin Grisct		
EXTENDED WORK YEAR 2018-19				
Cockrill, Kelly	Teacher	Mitchell	June 3, 2019 - June 20, 2019	14 Additional Days
Kohut-Clements, Carrie	Teacher	Taft	June 3, 2019 - June 24, 2019	16 Additional Days
EXTENDED WORK YEAR 2019-20				
Kohut-Clements, Carrie	Teacher	Taft	July 1, 2019 - July 19, 2019	13 Additional Days

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
RESIGNATION				
Navarro, Armida	Library Media Technician	Romero-Cruz	May 27, 2019	
TERMINATION				
ID# 26773	Activity Monitor	MacArthur	May 30, 2019	
ABSENCE (3 to 20 duty days) - Without Pay				
Tellez, Teresa	Nutrition Services Assistant	Spurgeon	August 12, 2019 - August 23, 2019	Personal
LEAVE (21 duty days or more) - Without Pay				
Moreno, Noemy	Licensed Vocational Nurse	Santa Ana	August 7, 2019 - May 29, 2020	Personal
PROBATIONARY APPOINTMENTS				
Acosta, Estefania	Site Clerk	Walker	May 28, 2019	Grade/Step 24/1
Martinez, Daciah	Instructional Assistant Severely Disabled	Transition Program	May 28, 2019	Grade/Step 20/1

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
PROMOTIONAL APPOINTMENTS				
Mendoza, Esther	Administrative Secretary Human Resources	Human Resources	June 26, 2019	From Personnel Technician Grade/Step 32/6 + Bil. to Grade/Step 31/6 Confidential + Bilingual
Velasco, Juan	Senior Groundskeeper	Building Services	June 26, 2019	Form Groundskeeper Grade/Step 24/6 to Grade/Step 30/4
REASSIGNMENT (Change of work site)				
Cisneros, Gabriel	After School Instructional Provider	Harvey	May 29, 2019	From Itinerant
Mendez, Lorena	Assessment & Data Specialist	Esqueda	July 16, 2019	From Harvey
TEMPORARY ASSIGNMENTS				
Gil, Kathleen	Executive Secretary	Facilities Planning Department	May 20, 2019 - May 24, 2019	Grade/Step 33/4
Lopez, Gary	Personnel Assistant	Human Resources	May 23, 2019 - June 30, 2019	Grade/Step 29/4

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 25, 2019

LAST NAME	POSITION	SITE	EFF. DATE	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)				
Mendoza, Esther	Administrative Secretary HR	Human Resources	June 1, 2019 - June 25, 2019	Grade/Step 31/6 + Bil. + Confidential
Sanchez-Miranda, Yvette	Executive Secretary	Facilities Planning Department	May 10, 2019 - May 17, 2019	Grade/Step 33/6
HOURLY APPOINTMENT				
Jagrop Singh, Sukhdip	Instructional Assistant Provider	Segerstrom	June 3, 2019	Grade/Step 16/1
EXTRA DUTY				
Costa, Tina	School Office Assistant Secondary	Reach Academy	June 17, 2019 - June 14, 2019	\$25.85



SANTA ANA UNIFIED SCHOOL DISTRICT

EDUCATIONAL INTERPRETER FOR THE DEAF AND HARD OF HEARING (DHH)

JOB SUMMARY:

Under the direction of school site administration and/or classroom specific certificated personnel, provides comprehensive interpretation/transliteration of educational and general information for students, DHH parents, and DHH staff members by using manual and oral methods of communication.

REPRESENTATIVE DUTIES:

- Interpret for DHH students by signing, finger spelling and silently mouthing all instructions and discussions conducted in a regular classroom. **E**
- Tutor DHH students in subject area of integration. **E**
- Reinforce lessons taught by teachers by tutoring and supervising DHH and hearing students. **E**
- Interpret for DHH students at special activities such as plays, lectures, films and movies. **E**
- Assist in the instruction of sign language classes for hearing students at the school in which DHH students are integrated. **E**
- When not performing regular interpreter duties, assist teacher with normal classroom routines; assist with group and individual activities as planned with the teacher. **E**
- When not performing regular interpreter duties, assist teachers by performing duties such as correcting papers, duplicating instructional materials, and preparing bulletin boards. **E**
- Attend student academic classes and other activities with DHH students to interpret/transliterate educational information, classroom lectures and discussions, announcements, and activities. **E**
- Interpret/transliterate tutoring sessions for individuals and small groups in assigned subject matter areas to reinforce class lessons, and assists with class and homework assignments; interprets/transliterates lesson plans, educational activities and homework for students. **E**

EDUCATIONAL INTERPRETER FOR THE DEAF AND HARD OF HEARING (DHH) (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Assists the school's special education team in assessing student communication skills in order to adapt communication methods based on the student's needs and preferences in accordance with IEPs; observes student performance in individual or group tutoring sessions; and meets with school's special education team to discuss students' progress and educational needs. **E**
- Accompany classes on field trips to interpret/transliterate for students. **E**
- Interprets/transliterates for parent meetings and school activities and events, including assemblies and performances. **E**
- Perform other related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Standard methods of manual communication for the DHH including American Sign Language (ASL) with the support of Conceptually Accurate Signed English (CASE).
- The nature and challenges of deafness.
- Subject matter areas in academic classes at a sufficient level to ensure the use of proper terminology and signs, logical sequence of ideas and overall continuity of interpretation.
- Proper use, terminology and signs, logical sequence of ideas and overall continuity of interpretation.
- Current developments trends, and techniques in the field of interpreting for the DHH.
- Use and operation of various auditory devices for the DHH.
- The National Associate of the Deaf (NAD) and the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct.
- English usage, including spelling, grammar, and punctuation.

Ability to:

- Interpret/transliterate sign to voice and voice to sign.
- Convey the thought, intent, and spirit of the speaker.
- Operate a computer and other standard office/school equipment.
- Organize, set priorities, and exercise sound judgment within areas of responsibility.
- Communicate clearly and effectively, both orally and in writing.
- Understand and follow written and oral instructions.
- Deal with sensitive and difficult situations.
- Analyze and solve problems.
- Perform highly detailed work with frequent interruptions.
- Work under intense and changing deadlines.

EDUCATIONAL INTERPRETER FOR THE DEAF AND HARD OF HEARING (DHH) (CONTINUED)

Ability to: (continued)

- Establish and maintain effective working relationships with SAUSD management, administrators, faculty, staff, parents, students, and others encountered in the course of work.

EDUCATION AND EXPERIENCE:

- High School Diploma or GED.
- Any combination equivalent to and sufficient training and experience to demonstrate the knowledge and abilities listed above.
- Requires one year of experience providing sign to English (receptive skills) and English-to-sign (expressive skills) interpreting in one or more sign systems/languages.

LICENSES AND OTHER REQUIREMENTS:

- Possession of an appropriate valid certification issued by the National Registry of Interpreters for the Deaf, or equivalent; in lieu of RID Certificate or equivalent, Level 4.0 on any of the following nationally recognized sign language assessments; the NIC (National Interpreter Certification), the EIPA (Educational Interpreter Performance Assessment), the ESSE-I/R (Educational Sign Skills Evaluation) or the NAD/ACCI assessment (National Association of the Deaf).
- Valid California driver's license.
- First Aid certification desirable.

WORKING CONDITIONS:

Environment:

- School environment.
- Travel within District may be required.

Physical Abilities:

- Hearing and speaking accurately to exchange information.
- Sitting or standing for extended periods of time.
- Dexterity of hands and fingers to perform sign language and operate job-related equipment.
- Bending at the waist, kneeling or crouching.
- Lifting, pushing, and/or carrying moderately heavy objects up to 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 formal Interactive Process.

Board Approved: 6/25/19 (12/82, 5/01, 11/18)

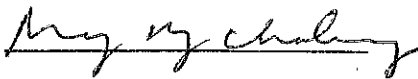
RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

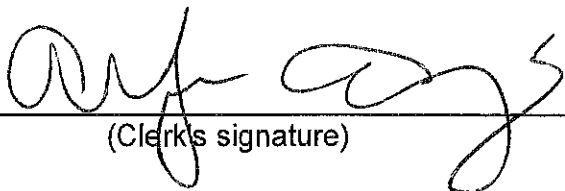
BE IT RESOLVED that the Governing Board of Santa Ana Unified School District

authorizes entering into local agreement number 19/20-3298 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Manoj Roychowdhury</u>	<u>Asst. Sup. Bus. Services</u>	
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 25th day of June 2019, by the
Governing Board of Santa Ana Unified School District
of Orange County, in the State of California.

I, Alfonso Alvarez, Clerk of the Governing Board of
Santa Ana Unified School District, of Orange County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a regular meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.



(Clerk's signature)

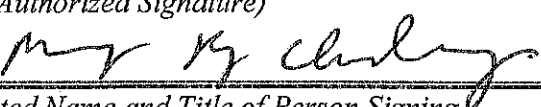
6/25/2019

(Date)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Santa Ana Unified School District		<i>Federal ID Number</i> 96-6002823
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Manoj Roychowdhury, Asst. Superintendent Business Services		
<i>Date Executed</i> 6/25/2019	<i>Executed in the County of</i> Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

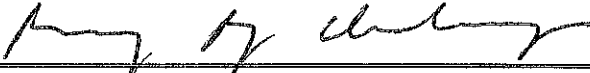
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> Santa Ana Unified School District		96-6002823
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Manoj Roychowdhury, Assistant Superintendent Business Services		
<i>Date Executed</i> 6/25/2019	<i>Executed in the County and State of</i> Orange County, California	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9359

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6667-00-9

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$8,185,460.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 169,541.0

Minimum Days of Operation (MDO) Requirement 243

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>Manoj Roychowdhury</i>			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Manoj Roychowdhury, Assistant Superintendent Business Services			
TITLE Contract Manager		ADDRESS 1601 E. Chestnut Avenue, Santa Ana, CA 92701			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 8,185,460	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0656 23038-6667		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 8,185,460	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		


RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

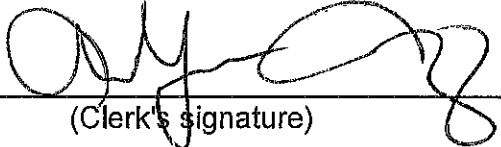
BE IT RESOLVED that the Governing Board of Santa Ana Unified School District

authorizes entering into local agreement number 19/20-3299 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Manoj Roychowdhury</u>	<u>Asst. Sup. Bus. Svcs.</u>	
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 25th day of June 2019, by the
Governing Board of Santa Ana Unified School District
of Orange County, in the State of California.

I, Alfonso Alvarez, Clerk of the Governing Board of
Santa Ana Unified School District, of Orange County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a regular meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.



(Clerk's signature)


6/25/2019

(Date)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Santa Ana Unified School District		96-6002823
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
Manoj Roychowdhury, Asst. Superintendent Business Svcs.		
<i>Date Executed</i>	<i>Executed in the County of</i>	
6/25/2019	Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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- 3) any available counseling, rehabilitation and employee assistance programs; and,
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c. Every employee who works on the proposed Agreement will:

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Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.


8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Santa Ana Unified School District	<i>Federal ID Number</i> 96-6002823
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Manoj Roychowdhury, Asst. Superintendent Business Svcs.	
<i>Date Executed</i> 6/25/2019	<i>Executed in the County and State of</i> Orange County, California



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2019

CONTRACT NUMBER: CPKS-9061

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 30-6667-00-9

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the PREKINDERGARTEN AND FAMILY LITERACY SUPPORT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020.

The total amount payable pursuant to this Agreement shall not exceed \$20,000.00.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>Manoj Roychowdhury</i>			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Manoj Roychowdhury, Assistant Superintendent Business Services			
TITLE Contract Manager		ADDRESS 1601 E. Chestnut Avenue, Santa Ana, CA 92701			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 20,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6667	Department of General Services use only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 20,000	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			