

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

**Board Meeting Agenda**

**Tuesday, October 25, 2016  
6:00 p.m.**

**Board Room  
1601 E. Chestnut Avenue  
Santa Ana**



**Rob Richardson  
Vice President**

**John Palacio  
President**

**Stefanie P. Phillips, Ed.D.  
Secretary /  
Superintendent**

**José Alfredo Hernández, J.D.  
Member**

**Valerie Amezcua  
Clerk**

**Cecilia "Ceci" Iglesias  
Member**

**If special assistance is needed to participate in the Board meeting, please contact Board Recording Secretary, at (714) 558-5515. 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.***

## **BOARD OF EDUCATION MEETING INFORMATION**

### **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>

BOARD OF EDUCATION  
REGULAR MEETING

SANTA ANA UNIFIED SCHOOL DISTRICT  
1601 EAST CHESTNUT AVENUE  
SANTA ANA, CA 92701

TUESDAY  
OCTOBER 25, 2016

## AGENDA

### CALL TO ORDER

### 5:00 P.M. RECESS TO CLOSED SESSION

- See Closed Session Agenda below for matters to be considered at this time.

- A. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957:

PUBLIC EMPLOYMENT: Principal, Century High School

- B. 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

- C. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.9 Section C - (b) (1):

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATIONS:

Two potential cases

The Board may exercise discretion to adjourn to Closed Session at any time during this meeting to instruct its representatives regarding negotiations with represented and unrepresented employees.

RECONVENE REGULAR MEETING AND REPORT ACTION TAKEN IN CLOSED SESSION  
THAT IS REQUIRED TO BE REPORTED OUT AT THIS MEETING.

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

## PLEDGE OF ALLEGIANCE

## HIGH SCHOOL STUDENT AMBASSADORS

Individual High School Ambassadors are allowed three-minutes to address the Board on school reports.

- Century – Nelly Perez; Godinez Fundamental – Teddy Moreno; Lorin Griset Academy – Lidia Garcia; Middle College – Alberto Cruz; Santa Ana – Cesar Baranda

## RECOGNITIONS / ACKNOWLEDGMENTS

- Certificated Employee of the Month for October 2016, Patti Dodge
- Classified Employee of the Month for October 2016, Eloise Sanchez
- Recognition of Santa Ana Public Schools Foundation Mini Grant Recipients for 2015-16 School Year

## SUPERINTENDENT'S REPORT

## PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

- Individuals or groups may make presentations or bring matters to the Board's attention that is within the Board's subject matter jurisdiction. Individual speakers are allowed three minutes to address the Board on agenda or non-agenda items.

### 1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Regular Board Meeting Minutes - October 11, 2016
- 1.2 2016-17 Summarized Data of Williams Settlement First Quarterly Report
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.4 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
- 1.5 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2016-17 School Year
- 1.6 Acceptance of Extension of Nutrition Services/Nutrition Education Obesity Prevention Program Services Award Grant for 2016-17 School Year



- 1.7 Authorization to Amend the Agreement with Colbi Technologies
- 1.8 Ratification of Amendment to Agreement with Parent Institute for Quality Education for Period of February 18 through April 21, 2016
- 1.9 Approval of Renewal Agreement between Angels Reviving Baseball in Inner-Cities League and Santa Ana Unified School District for November 1, 2016 through July 31, 2017
- 1.10 Ratification of Agreement with Equal Opportunity Schools and Santa Ana Unified School District for 2016-18 School Years
- 1.11 Ratification of Agreement with Law Offices of Gibeaut, Mahan & Briscoe for 2016- 17 Fiscal Year
- 1.12 Approval of Agreement between Disciplina Positiva and Santa Ana High School for November 8 through December 20, 2016
- 1.13 Approval of Agreement with Marsh Risk Consulting for 2016-17 Fiscal Year
- 1.14 Approval of Agreement with Jill Ann Hogan for Mental Health Counseling Services for Students with Disabilities for 2016-17 School Year
- 1.15 Approval of Amendment of Data-Sharing Agreement between Harvard Graduate School of Education and its Center for Education Policy Research and Santa Ana Unified School District for October 26, 2016 through June 30, 2018
- 1.16 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 28, 2016 through October 11, 2016
- 1.17 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 28, 2016 through October 11, 2016
- 1.18 Approval of Revised Job Description: Deputy Superintendent-Operations & Chief Business Official
- 1.19 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Items removed from Consent Calendar for discussion and separate action:

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## PUBLIC HEARING

- Sunshine Initial Bargaining Proposal from Santa Ana Educators' Association (SAEA) for 2017-18 School Year

## PRESENTATION

- Financing School Facilities with Redevelopment Revenues

## REGULAR AGENDA - ACTION ITEM

- 2.0 Authorization to Award a Contract for Bid Package No. 3802 – Bleacher Replacement at Century High School Under Emergency Repair Program

## REVISION OF EXISTING BOARD POLICIES

The Board may direct the revision of any regulation which it finds inconsistent with Board policy. (*Board Bylaw 9312*)

- Board Policy (BP) 3100.1 – Establishment and Reservations of Fund Balance as Defined by Governmental Accounting Standards Board 54 (Revised: For Adoption)
- Board Policy (BP) 3511 – Energy and Water Conservation (Revised: For Adoption)
- Board Policy (BP) 7400 – Parking (Revised: For Adoption)
- Board Bylaw (BB) 9321 - Closed Session Purposes and Agendas (Revised: For Adoption)

## BOARD REPORTS

## ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, November 15, 2016, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Certificated Employee of the Month for October 2016, Patti Dodge**

**ITEM:**                   **Recognition**

**SUBMITTED BY:**   **Mark A. McKinney, Associate Superintendent, Human Resources**

**PREPARED BY:**   **Mark A. McKinney, Associate Superintendent, Human Resources**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Certificated Employee of the Month for October 2016.

**RATIONALE:**

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for October 2016. The members have selected Patti Dodge, Teacher, Esqueda Elementary.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Patti Dodge as Certificated Employee of the Month for October 2016.



MAM:nr:da

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Classified Employee of the Month for October 2016, Eloise Sanchez

**ITEM:** Recognition

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Classified Employee of the Month for October 2016.

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for October 2016. The members have selected Eloise Sanchez, Office Manager, Davis Elementary.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Eloise Sanchez as Classified Employee of the Month for October 2016.



MAM:nr:da

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Recognition of Santa Ana Public Schools Foundation Mini Grant Recipients for 2015-16 School Year

**ITEM:** Recognition

**SUBMITTED BY:** Rob Richardson, Vice President, Board of Education

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Santa Ana Public Schools Foundation (SAPSF) Mini Grant recipients for the 2015-16 school year.

**RATIONALE:**

The SAPSF offers mini grants to Santa Ana Unified School District educators (classified, certificated, or management) to support innovative projects for students and to provide special opportunities for which no other funding exists, with the goal of enhanced educational achievement. Examples include: instructional projects, classroom equipment, special events or activities for students, and specialized classroom supplies.

Members of the SAPSF will be in attendance as will the recipients of the mini grants.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize SAPSF mini grant recipients for the 2015-16 school year.

RR/cg

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

October 11, 2016

CALL TO ORDER

The meeting was called to order at 5:23 p.m. by Board President Palacio. Other members in attendance were Mr. Richardson, Ms. Amezcua, and Ms. Iglesias. Mr. Hernández was absent.

CLOSED SESSION PRESENTATIONS

Mr. Palacio 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 was immediately recessed at 5:23 p.m. to consider student expulsions, public employment, negotiations, and anticipated litigation.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:38 p.m.

Cabinet members present were Dr. Phillips, Dr. Haglund, Mr. McKinney, Ms. Lohnes, Ms. Pueblos, Ms. Douglas, and Mr. Williams.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Griseldi De La Cruz, Carr Intermediate School student.

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 4-0, the Board took action to appoint Dr. Alfonso Jimenez, as Assistant Superintendent, Teaching and Learning.

Moved:	Palacio	_____	Richardson	_____	Amezcu	<u>  X  </u>	Hernández	_____	Iglesias	_____
Seconded:	Palacio	_____	Richardson	<u>  X  </u>	Amezcu	_____	Hernández	_____	Iglesias	_____
Ayes:	Palacio	<u>  X  </u>	Richardson	<u>  X  </u>	Amezcu	<u>  X  </u>	Hernández	_____	Iglesias	<u>  X  </u>
Noes:	Palacio	_____	Richardson	_____	Amezcu	_____	Hernández	_____	Iglesias	_____
Final Vote:	Ayes	<u>  4  </u>	Noes	<u>  0  </u>	Abstain	_____	Absent	<u>  1  </u>		

By a vote of 3-1, the Board took action to appoint Gabriel Moreno to the position of Principal at Mendez Fundamental Intermediate School.

Moved:	Palacio	_____	Richardson	_____	Amezcu	<u>  X  </u>	Hernández	_____	Iglesias	_____
Seconded:	Palacio	_____	Richardson	<u>  X  </u>	Amezcu	_____	Hernández	_____	Iglesias	_____
Ayes:	Palacio	<u>  X  </u>	Richardson	<u>  X  </u>	Amezcu	<u>  X  </u>	Hernández	_____	Iglesias	_____
Noes:	Palacio	_____	Richardson	_____	Amezcu	_____	Hernández	_____	Iglesias	<u>  X  </u>
Final Vote:	Ayes	<u>  3  </u>	Noes	<u>  1  </u>	Abstain	_____	Absent	<u>  1  </u>		

**HIGH SCHOOL STUDENT AMBASSADORS**

Chavez - Juana Zamora; REACH Academy - Martin Olea; Saddleback - Stephanie Duarte; Segerstrom - Genesis Cortez; Santa Ana Valley - Alexander Duarte

Juana, Martin, Stephanie, Genesis, and Alexander provided highlights to the Board of current events, information, and activities at their respective high schools.

**RECOGNITION / ACKNOWLEDGMENT****Recognition of Orange County Youth Motivation Task Force**

Board Member Iglesias recognized Travis Weaver, President of the Youth Motivation Task Force for volunteer work and providing scholarships to encourage students to continue their education.

Change in Order of Agenda

**PUBLIC PRESENTATIONS**

Paul Zive addressed the Board related to campaign literature distribution at school sites.

## **SUPERINTENDENT'S REPORT**

Dr. Phillips opened her report by mentioning that the Annual Parent Conference "Preparing Global Ready Graduates" was a success as it was the largest attended parent conference to date. Superintendent Phillips participated in the Walk to School Day at Kennedy Elementary School. She attended the Simon Foundation Scholars Dinner. Superintendent Phillips also attended SAUSD's first Speech and Debate Tournament for intermediate schools at McFadden Intermediate School. Dr. Phillips concluded her report by announcing the School Choice Fair, Saturday, October 22<sup>nd</sup> in Downtown Santa Ana.

### **1.0 APPROVAL OF CONSENT CALENDAR**

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to approve the Consent Calendar as follows:

- 1.1 Approval of Regular Board Meeting Minutes - September 27, 2016
- 1.2 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Requests
- 1.3 Approval of Expulsion of Students 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  
  
325490 - Chavez  
For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 21, 2017.  
  
329667 - Chavez  
For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 21, 2017.
- 1.4 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
- 1.5 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2016-17 School Year
- 1.6 Appointment of Special Education Local Plan Area Community Advisory Committee Members
- 1.7 Approval of Increase for Therapy Services by Maxim Healthcare for 2016-17 School Year
- 1.8 Adoption of Resolution No. 16/17-3142 - Revision of General Liability Coverage for Volunteer Medical Team Doctors for District High School Sports Events



- 1.9 Approval of Membership for National Speech and Debate Association for 2016-17 School Year
- 1.10 Adoption of Signing Naturally Student Textbook
- 1.11 Approval of Participation in 2016-18 California Partnership Academies for Century and Valley High Schools
- 1.12 Approval of Secondary Courses for 2016-17 School Year
  - 1.12.1 Approval of Advanced Dental Assistant Course for High School Students
  - 1.12.2 Approval of Advanced Medical Assistant Clinical Course for High School Students
  - 1.12.3 Approval of Advanced Video Production with Multimedia Course for High School Students
  - 1.12.4 Approval of Advanced Placement Computer Science Principles Course for High School Students
  - 1.12.5 Approval of Advanced Placement Computer Science Principles Project Lead the Way Course for High School Students
  - 1.12.6 Approval of Introduction to Design 1, 2 Project Lead the Way Course for High School Students
  - 1.12.7 Approval of STEAM Maker Course for Intermediate School Students
  - 1.12.8 Approval of Video Production with Multimedia Course for High School Students
  - 1.12.9 Approval of Writing for Stage and Screen Film Academy Course for High School Students
- 1.13 Renewal of Agreement with The Regents of University of California Center for Educational Partnerships for 2016-17 School Year
- 1.14 Approval of Agreement with Extended Learning, Inc. DBA Educational Resource Consultants for Period of October 12, 2016 through June 30, 2017
- 1.15 Approval of Agreement with Joy Chiembanchong for Mental Health Counseling Services for Students with Disabilities for 2016-17 School Year
- 1.16 Approval of Agreement with OneOC/Kid Healthy for Padres en Acción Program for Period of October 12, 2016 through June 30, 2017
- 1.17 Approval of Agreement with Padres Unidos for 2016-17 School Year
- 1.18 Approval of Agreement with ChildCare Careers for 2016-17 Program Year
- 1.19 Renewal of Agreement with Orange County Department of Education for 2016-17 Program Year

- 1.20 Approval of Agreement with PBS SoCal for Period of October 12, 2016 through June 30, 2017
- 1.21 Authorization to Utilize California Multiple Award Schedule Agreement with Continuity Focus for the Purchase of Internet Security Licensing and Equipment
- 1.22 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 14, 2016 through September 27, 2016
- 1.23 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 14, 2016 through September 27, 2016
- 1.24 Approval of Revised Job Description: Communications Coordinator
- 1.25 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

#### PUBLIC HEARINGS

##### Review Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for 2016-17 School Year, per Education Code Sections 60119 and 60422

Mr. Palacio declared the Public Hearing open. He asked those wishing to address the Board to step to the lectern.

After hearing no comments, Mr. Palacio declared the Public Hearing closed.

##### Grant Easement to the City of Santa Ana for the Delivery of Recycled Water at the Santa Ana Public Schools Sports Complex

Mr. Palacio declared the Public Hearing open. He asked those wishing to address the Board to step to the lectern.

After hearing no comments, Mr. Palacio declared the Public Hearing closed.

##### Grant Easement to the Orange County Water District for Construction of a Groundwater Monitoring Well

Mr. Palacio declared the Public Hearing open. He asked those wishing to address the Board to step to the lectern.

After hearing no comments, Mr. Palacio declared the Public Hearing closed.

PRESENTATIONS

Paso a Paso: Together We Read Program Update

Dr. Hillman, Executive Director, Elementary Education provided the Board with the implementation plan for Preschool and Head Start and expanding to elementary schools.

Career Technical Education Update

Mr. Isbell, Director, Career Technical Education provided the Board with information on programs, school site pathways, courses and benefits.

Construction and Building Services Projects: Summer 2016

Mr. Williams, Assistant Superintendent, Facilities and Governmental Relations presented to the Board a video of summer projects.

**REGULAR AGENDA - ACTION ITEMS**

- 2.0 ADOPTION OF RESOLUTION NO. 16/17-3135 - STATEMENT OF ASSURANCE FOR SUFFICIENCY OF PUPIL TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2016-17 SCHOOL YEAR

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to adopt Resolution No. 16/17-3135 to review the Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for the 2016-17 school year.

- 3.0 ADOPTION OF RESOLUTION NO. 16/17-3130 - GRANT EASEMENT AND APPROVE AGREEMENT WITH THE CITY OF SANTA ANA FOR THE DELIVERY OF RECYCLED WATER AT THE SANTA ANA PUBLIC SCHOOLS SPORTS COMPLEX

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to adopt Resolution No. 16/17-3130 to grant an easement and approve agreement with the City of Santa Ana for delivery of recycled water at the Santa Ana Public Schools Sports Complex.

- 4.0 ADOPTION OF RESOLUTION NO. 16/17-3131 - GRANT EASEMENT AND APPROVE AGREEMENT WITH THE ORANGE COUNTY WATER DISTRICT FOR CONSTRUCTION OF A GROUNDWATER MONITORING WELL

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to adopt Resolution No. 16/17-3131 to grant an easement and approve agreement with the Orange County Water District for construction of a groundwater monitoring well.

5.0 ADOPTION OF RESOLUTION NO. 16/17-3141 AUTHORIZATION OF AMENDMENT NO. 03 TO CALIFORNIA STATE PRESCHOOL CONTRACT CSSP-6334 FOR 2016-17 PROGRAM YEAR

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to adopt Resolution No. 16/17-3141 to authorize Amendment No. 03 to the California State Preschool Contract CSPP-6334 for 2016-17 program year.

6.0 AUTHORIZATION TO REJECT ALL BIDS FOR BID PACKAGE NO. 3802 - BLEACHERS REPLACEMENT AT CENTURY HIGH SCHOOL UNDER EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to authorize staff to reject all bids for Bid Package No. 3802 - Bleachers Replacement at Century High School Under Emergency Repair Program.

7.0 APPROVAL OF SAUSD ASSISTSANT SUPERINTENDENT, TEACHING AND LEARNING EMPLOYMENT AGREEMENT

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 3-0, Ms. Iglesias not present, to approve the Assistant Superintendent, Teaching and Learning employment agreement with SAUSD.

8.0 APPROVAL TO CANCEL REGULAR MEETING OF THE BOARD OF EDUCATION ON NOVEMBER 8, 2016 AND BOARD WORKSHOP OF NOVEMBER 22, 2016 AND SCHEDULE A REGULAR BOARD MEETING ON NOVEMBER 15, 2016

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 3-0, Ms. Iglesias not present, to approve the cancellation of Regular Meeting of the Board of Education on November 8, 2016 and Board Workshop on November 22, 2016 and schedule a Regular Board Meeting on Tuesday, November 15, 2016.

REVISION OF EXISTING BOARD POLICIES

- Board Policy (BP) 3100 - Budget (Revised: For Adoption)

It was moved by Mr. Palacio, seconded by Ms. Amezcua, and carried 4-0, to adopt the revised Board policy 3100 - Budget.

NEW BOARD POLICIES

- Board Policy (BP) 3110 - Transfer of Funds (New: First Reading)

New Board Policy for First Reading - No Action Required

**BOARD AND STAFF REPORTS/ACTIVITIES**

Mr. Richardson

- Announced the Cambodian Family's 5<sup>th</sup> Annual Gala Dinner "Empowering Families and Building Community", Friday, October 28<sup>th</sup>.

Ms. Iglesias

- Attended the 23<sup>rd</sup> Annual Parent Conference & Community Fair;
- Attended the Simon Family Foundation Awards Banquet.

Ms. Amezcua

- Attended the 23<sup>rd</sup> Annual Parent Conference & Community Fair;
- Attended the Simon Family Foundation Awards Banquet;
- Announced the SAUSD School Choice Fair, Saturday, October 22<sup>nd</sup>.

Mr. Palacio

- Attended the Fall Novice Classic Speech & Debate;
- Attended the International Walk to School Day at Kennedy Elementary;
- Attended the Santa Ana High School Hall of Fame.

**ADJOURNMENT**

There being no further business to come before the Board, the Board meeting was adjourned in memory of Jose Vargas and Maria Nunez at 8:24 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, October 25, 2016, at 6:00 p.m.

ATTEST:

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

RESOLUTION NO. 16/17-3142

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

REVISION OF GENERAL LIABILITY COVERAGE FOR VOLUNTEER

MEDICAL TEAM DOCTORS-DISTRICT HIGH SCHOOLS

WHEREAS, Santa Ana Unified School District recognizes the need for and the benefit derived from individuals and groups providing volunteer services to the District; and

WHEREAS, the Santa Ana Unified School District desires to provide General Liability coverage for individuals in their capacity as volunteers to the District while they are performing services for the District in accordance with District regulations and policy; and

WHEREAS, that for the purposes of extending this coverage to official volunteers of the District, particularly medical doctors, who directly volunteer to provide medical services to the District's athletic teams during football season.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Santa Ana Unified School District that the following persons whose volunteer services are accepted in accordance with District regulations and policy shall be covered by the District's Liability insurance program. The type of approved volunteer service shall be on file in the Risk Management Department prior to commencing volunteer services.

- Dr. Kyle Case
- Dr. Jonathan Santana
- Dr. Erol Sosa
- Dr. David Kruse, MD
- Dr. William Woo
- Dr. Chris Chroner, MD
- Dr. Margarita Sanchez-Padilla
- Dr. Jovauna Currey
- Dr. Daniel DeBottis

PASSED AND ADOPTED, by the Governing Board on October 11, 2016, by the following vote:

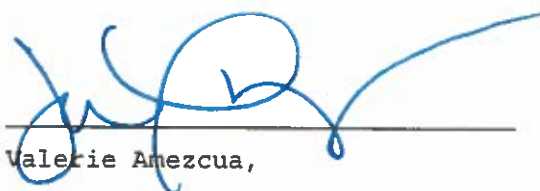
AYES: John Palacio, Rob Richardson, Valerie Amezcua, and Cecilia Iglesias

NOES:

ABSENT: Jose A. Hernandez

I, Valerie Amezcua, Clerk of the Governing Board, do hereby certify that the foregoing is a true and correct copy of Resolution No. 16/17-3142, which was duly adopted by the Board of Education of the Santa Ana Unified School District at meeting thereof held on said date

WITNESSED my hand this 11<sup>th</sup> day of October, 2016.

  
\_\_\_\_\_  
Valerie Amezcua,  
Clerk of the Board of Education  
Santa Ana Unified School District



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **COMMUNICATIONS COORDINATOR**

#### **JOB SUMMARY:**

Under the direction of the Chief Communications Officer, coordinate the production, publication, and distribution of print and electronic communications to District staff, the student population, and the local community, and coordinate implementation plan to continually promote positive image and branding of the District.

#### **REPRESENTATIVE DUTIES:**

- Coordinate the production of broad audience communications under the direction of the Chief Communications Officer to ensure consistent and timely message presentation to inform staff and the general public. **E**
- Work with the Chief Communications Officer to develop and to implement an integrated communications strategy that enhances the visibility of Districtwide communications. **E**
- Develop and monitor production timelines for regularly-scheduled print, television, and electronic communications. **E**
- Coordinate topics and write compelling articles about the district for print, broadcast, and electronic communications. **E**
- Collaborate with departments to provide meaningful information in print and electronic formats to niche audiences (parents, administrators, community partners, etc.). **E**
- Under supervision of the Chief Communications Officer, coordinate and implement the design, development, and information on the District website and social media platforms. **E**
- Develop and maintain databases of community and media contacts for publicizing District events or activities. **E**
- Coordinate the distribution of articles, press releases, and other materials released to the media. **E**
- Collaborate with the planning and execution of special events. **E**
- Support training and mentoring of student interns to assist with multimedia projects. **E**



**COMMUNICATIONS COORDINATOR (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Coordinate social media campaigns and be responsive to the engagement that occurs to ensure timely communication is taking place. **E**
- Monitor and provide reports on usage and engagement of electronic communications including district and school websites, social media, mobile apps, etc. **E**
- Assist schools and departments with best practices on appealing websites, social media, mobile application, and other print and electronic communications. **E**
- Coordinate multimedia projects with Media Production Specialist to ensure professional, high-quality videos highlighting the District are broadcast on District Cable TV station, websites, social media, and other electronic communications. **E**
- Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:****Knowledge of:**

- Modern project management techniques.
- Effective journalistic styles, practices, and principles.
- Public relations practice.
- Proofreading and editing.
- Media relations techniques.
- Video production techniques.
- Public speaking, research methods, fact sources and technical presentations.
- Graphics, social media, and web development.
- Marketing and branding trends.

**Ability to:**

- Design and create marketing materials, such as brochures, flyers, and publications.
- Formulate and implement effective communication strategies.
- Direct multiple projects simultaneously.
- Communicate to a variety of audiences using print, television, and Internet media.
- Manage technical inventory, including computers and video production equipment.
- Establish and maintain effective working relationships with internal and external contacts.
- Develop project progress reports and/or recommendations for senior management.
- Perform the essential functions of the job.

## **COMMUNICATIONS COORDINATOR (CONTINUED)**

### **EDUCATION AND EXPERIENCE:**

A Bachelor's degree in English communication, public relations/public affairs, marketing or journalism or related field and a minimum of two years of professional experience in public relations, and marketing or journalism. Must speak, read, and write English and Spanish.

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

Valid California driver's license.

### **WORKING CONDITIONS:**

#### **ENVIRONMENT:**

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

#### **PHYSICAL ABILITIES:**

- Hearing and speaking accurately to exchange information in person or on the telephone.
- Seeing to read a variety of materials and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved: 10/11/16 (7/01)

# **CERTIFICATED PERSONNEL CALENDAR**

## **Personnel Calendar**

**Board Meeting - October 11, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES 2016-17</b>					
Aprahamian, Ara	Teacher	Advanced Learning Academy	September 22, 2016		New Hire - Temporary 44909
Barrientos, Maria	Teacher	Special Education	September 21, 2016		New Hire - Temporary 44909
Basham, Kaitlyn	Teacher	Pio Pico	September 16, 2016		New Hire - Temporary 44909
Becker, Katherine	Teacher	Pio Pico	September 13, 2016		New Hire - Intern
Brown, Michelyn	Teacher	Harvey	September 28, 2016		New Hire - Temporary 44909
Elias, Andrea	Teacher	Washington	September 15, 2016		New Hire - Intern
Flanagan, Aimee	Teacher	Jefferson	September 26, 2016		New Hire - Temporary 44909
Holliman, Carolyn	Teacher	Mendez	September 27, 2016		New Hire - Temporary 44909
Luu, Mitchell	Teacher	Saddleback	September 23, 2016		New Hire - Temporary 44909
Moore, Casey	Teacher	Taft	September 15, 2016		New Hire - Temporary 44909
Perez, Graciela	Teacher	Jackson	September 23, 2016		New Hire - Temporary 44909
Preciado, Yesenia	Teacher	Lincoln	September 26, 2016		New Hire - Temporary 44909

**Mark A. McKinney, Associate Superintendent, Human Resources**

# CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

### Board Meeting - October 11, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES 2016-17 (Continued)</b>					
Rodriguez, Gabriela	Teacher	Lincoln	September 19, 2016		New Hire - Temporary 44909
Servin, Lilia	Teacher	Pio Pico	September 26, 2016		New Hire - Temporary 44909
<b>REASSIGNMENTS 2016-17</b>					
Davis, Bryan	Curriculum Specialist	21st Century Learning	September 8, 2016		From TOSA at 21st Century Learning to Curriculum Specialist at 21st Century Learning
Kleinschmidt, Janet	ELD Coordinator	Santa Ana	August 29, 2016		From Teacher at Sierra to ELD Coordinator at Santa Ana
<b>DEPARTMENT CHAIRS 2016-17</b>					
Amosa, Dan		Carr	2016-17		AVID (sharing)
Brincks, Mark		Carr	2016-17		Special Education
Chapman, Hannah		Carr	2016-17		English
Crawford, Brian		Carr	2016-17		Science (sharing)

Mark A. McKinney, Associate Superintendent, Human Resources

## CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

## Board Meeting - October 11, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Eckes, Margaret		Carr	2016-17		AVID (sharing), Science (sharing)
Galvan, Rogelio		Carr	2016-17		Math
Nobel, Shannon		Carr	2016-17		Social Studies
Rivera, Rudy		Carr	2016-17		Physical Education
Solares, Elizabeth		Carr	2016-17		Art, Music
Akamine, Brian		Century	2016-17		Music
Beaumont, John		Century	2016-17		Science
Bojorquez, Linsey		Century	2016-17		Special Education
Butler, Merlo		Century	2016-17		AVID
Espinoza, Rosalina		Century	2016-17		ELD/Bilingual
Gersten, Alan		Century	2016-17		Business
Goodrich, Nathan		Century	2016-17		English
Harrison, Thomas		Century	2016-17		Social Studies
Larsh, Nadine		Century	2016-17		Physical Education
Olson, Kim		Century	2016-17		Art
Perez-Chun, Maria		Century	2016-17		Foreign Language
Yaeger, Jennifer		Century	2016-17		Math
Lemus, Devora		Chavez	2016-17		Art
Malagon, Arnulfo		Chavez	2016-17		Physical Education
Maldonado, Gloria		Chavez	2016-17		Math (sharing)
Park, Chu		Chavez	2016-17		Science
Parreco, Nolan		Chavez	2016-17		English

Mark A. McKinney, Associate Superintendent, Human Resources

# CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Phillips, Charles		Chavez	2016-17		Social Studies
Putros, Danial		Chavez	2016-17		Math (sharing)
Steele-Hasen, Lisa		Chavez	2016-17		Special Education
Urrea, Gustavo		Chavez	2016-17		Foreign Language
Beichner, Josina		Godinez	2016-17		Foreign Language
Jacovides, Alexis		Godinez	2016-17		Special Education
MacLennan, Sara		Godinez	2016-17		Physical Education
Mc Mahon, Jeanette		Godinez	2016-17		Art, Music
Morgan, Lisa		Godinez	2016-17		Science
Morgan, Robert		Godinez	2016-17		AVID, Social Studies
Ninofranco, John		Godinez	2016-17		Math (sharing)
Pruden, Suzanne		Godinez	2016-17		English
Rodriguez, Martha		Godinez	2016-17		Math (sharing)
DeShazer, Nicole		Lathrop	2016-17		Science
Groothuis, Carol		Lathrop	2016-17		Physical Education
Gutierrez, Fernando		Lathrop	2016-17		Math
Hammer, Heather		Lathrop	2016-17		ELD/Bilingual
Heuberger, Terri		Lathrop	2016-17		Special Education
Medina, Anthony		Lathrop	2016-17		English
Oswandel, Elizabeth		Lathrop	2016-17		Social Studies
Sullivan, Lory		Lathrop	2016-17		AVID

Mark A. McKinney, Associate Superintendent, Human Resources

## CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Booker, Howard		Lorin Grisct	2016-17		Social Studies
Gaytan, Maria		Lorin Grisct	2016-17		Foreign Language
Kim, Duy		Lorin Grisct	2016-17		Math
Mackenzie, Marcus		Lorin Grisct	2016-17		Science
Murgolo, Kimberly		Lorin Grisct	2016-17		Physical Education
Pena, Maricela		Lorin Grisct	2016-17		Art
Reyes, Pedro		Lorin Grisct	2016-17		English
Tucker, Adriana		Lorin Grisct	2016-17		Special Education
Celestino, Gregory		MacArthur	2016-17		English
Czaja, Elizabeth		MacArthur	2016-17		Special Education
Evans, Patrick		MacArthur	2016-17		Physical Education (sharing)
Holdcroft, Althea		MacArthur	2016-17		Music
Kotler, Holly		MacArthur	2016-17		Math
Manfre, Charles		MacArthur	2016-17		Physical Education (sharing)
Manske, Tammy		MacArthur	2016-17		AVID, Social Studies
Papke, Kevin		MacArthur	2016-17		Business
Sprafka, John		MacArthur	2016-17		Science
Anaya, Felipe		McFadden	2016-17		ELD/Bilingual
Beers, Jean		McFadden	2016-17		Special Education
Cano, Michelle		McFadden	2016-17		Math (sharing)

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - October 11, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Dowd, Arica		McFadden	2016-17		Art
Ellis, Gregory		McFadden	2016-17		Music
Gallegos, Kim		McFadden	2016-17		Social Studies
Holte, Matthew		McFadden	2016-17		Science
McDonald-Van Dyke, Jennifer		McFadden	2016-17		Math (sharing)
Napier, Rodney		McFadden	2016-17		Physical Education
Romo, Maria Del Rosario		McFadden	2016-17		English
Sotolongo, Mildred		McFadden	2016-17		AVID
Axtell, Aaron		Mendez	2016-17		Music
Carney, Jann		Mendez	2016-17		Special Education
Diaz, Jose		Mendez	2016-17		Math (sharing)
Gallardo, Eddie		Mendez	2016-17		AVID
Kroyer, Kristine		Mendez	2016-17		Physical Education
Lubba, Marcus		Mendez	2016-17		Math (sharing)
Miraglia, Christian		Mendez	2016-17		Social Studies (sharing)
Peat, Cheryl		Mendez	2016-17		Art
Radford, David		Mendez	2016-17		Social Studies (sharing)
Rubio, Sandra		Mendez	2016-17		English
Surya, Eileen		Mendez	2016-17		Science

**Mark A. McKinney, Associate Superintendent, Human Resources**



## CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Groff, Susan		Middle College	2016-17		Science
Kaneko, Norio		Middle College	2016-17		Math (sharing)
Nguyen, Thu		Middle College	2016-17		English
Thomas, Maryanne		Middle College	2016-17		Social Studies
Valenzuela, Edward N.		Middle College	2016-17		Physical Education
Bravo, Alexandra		Saddleback	2016-17		Physical Education (sharing)
Connell, Jennifer		Saddleback	2016-17		Art, Music
Contreras, Juan C.		Saddleback	2016-17		Foreign Language (sharing)
Corr, Sandra		Saddleback	2016-17		Physical Education (sharing)
Iwamoto, Dianne		Saddleback	2016-17		Math (sharing)
Lawrence, George		Saddleback	2016-17		Social Studies (sharing)
Morgan, Juliana		Saddleback	2016-17		Science (sharing)
O'Connell, James		Saddleback	2016-17		Special Education (sharing)
Prothero, James		Saddleback	2016-17		English (sharing)
Rajpurkar, Anagha		Saddleback	2016-17		Special Education (sharing)
Sandquist, Brian		Saddleback	2016-17		Science (sharing)
Turner, Rosalind		Saddleback	2016-17		Social Studies (sharing)

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - October 11, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Vicari, Elva		Saddleback	2016-17		Foreign Language (sharing)
Volmer, Susan		Saddleback	2016-17		English (sharing)
Whittington, Cheryl		Saddleback	2016-17		AVID
Wright, Lori		Saddleback	2016-17		Math (sharing)
Collins, Rachelle		Santa Ana	2016-17		Special Education (sharing)
Detviler, Tammra		Santa Ana	2016-17		Special Education (sharing)
Dukus, Robert		Santa Ana	2016-17		Science
Enloe, Elizabeth		Santa Ana	2016-17		English, EL/D/Bilingual
Himmelberger, Jo Ann		Santa Ana	2016-17		Home Economics
Ibarra, Pedro		Santa Ana	2016-17		Math
Kleinschmidt, Janet		Santa Ana	2016-17		Reading
Leek, Diana		Santa Ana	2016-17		Physical Education
Nguyen, Dana		Santa Ana	2016-17		AVID
Osle, Lizette		Santa Ana	2016-17		Foreign Language
Osseck, Thomas		Santa Ana	2016-17		Business
Schwinge, Terrence		Santa Ana	2016-17		Music
Walker, Kenneth		Santa Ana	2016-17		Social Studies
Westing, Judith		Santa Ana	2016-17		Art

Mark A. McKinney, Associate Superintendent, Human Resources

## CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Alonzo, Yvonne		Segerstrom	2016-17		Physical Education
Barron, Melinda		Segerstrom	2016-17		English
Escutia, Rosalia		Segerstrom	2016-17		Foreign Language
Flores, Jennifer		Segerstrom	2016-17		Special Education
Gerard, Lorraine		Segerstrom	2016-17		Social Studies
Loh, Brenda		Segerstrom	2016-17		Music
Mateo, Amelia		Segerstrom	2016-17		AVID
Stoewsand, Shelby		Segerstrom	2016-17		Art
Werdel, Timothy		Segerstrom	2016-17		Math
Wolfe, Michael		Segerstrom	2016-17		Science
Cocca, Anastasia		Sierra	2016-17		Science
Hendon, Sandra		Sierra	2016-17		Math (sharing)
McCabe, Rosemarie		Sierra	2016-17		Math (sharing)
Melodia, Connie		Sierra	2016-17		Physical Education (sharing)
Nagle, Janelle		Sierra	2016-17		AVID
Phillips, Marlyn		Sierra	2016-17		Special Education
Prestinary, Irene		Sierra	2016-17		Art
Samson, David		Sierra	2016-17		Physical Education
Smith, Kathy		Sierra	2016-17		English
Tory, Susan		Sierra	2016-17		Music
Warwick, Sandra		Sierra	2016-17		Social Studies
Yepes, Angela		Sierra	2016-17		ELD/Bilingual

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - October 11, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Borgese, Joseph		Spurgeon	2016-17		Special Education
Henrici, John		Spurgeon	2016-17		English (sharing)
Holland, Caran		Spurgeon	2016-17		Art, Music
Leonetti, Lindsey		Spurgeon	2016-17		AVID
Pham, Vikki		Spurgeon	2016-17		English (sharing)
Ramirez-Ladd, Caron		Spurgeon	2016-17		Physical Education
Reinhart, Veronica		Spurgeon	2016-17		Social Studies
Smith, William		Spurgeon	2016-17		Math
Soberanis Lexin, Maria		Spurgeon	2016-17		Science
Tran, Hien		Spurgeon	2016-17		ELD/Bilingual
Berger, Michael		Valley	2016-17		Social Studies
Collins, Michael		Valley	2016-17		AVID
Conover, Matthew		Valley	2016-17		Math (sharing)
Corradino, Damian		Valley	2016-17		English, ELD/Bilingual
Elizondo-Rodriguez, Leslie		Valley	2016-17		Special Education (sharing)
Fitch, James		Valley	2016-17		Science (sharing)
Gabaldon, Robert		Valley	2016-17		Special Education (sharing)
Garcia, Reuben		Valley	2016-17		Science (sharing)
Hagan, Kathryn		Valley	2016-17		Physical Education
Landrian, Ana		Valley	2016-17		Foreign Language
Lutack, Ian		Valley	2016-17		Math (sharing)

**Mark A. McKinney, Associate Superintendent, Human Resources**

## CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Maldonado, Rigo		Valley	2016-17		Art
Mejia, Juan C.		Valley	2016-17		Business
Alvarez, Guillermo		Villa	2016-17		Music
Clay, Denise		Villa	2016-17		Science (sharing)
Fung, Sharon		Villa	2016-17		Science (sharing)
Gil, Rachel		Villa	2016-17		English
Henry, Elizabeth		Villa	2016-17		AVID (sharing)
Kadinoff, Naomi		Villa	2016-17		Art
Llopis, Richard		Villa	2016-17		Physical Education (sharing)
Lord, Douglas		Villa	2016-17		Social Studies (sharing)
Mc Reynolds, Angela		Villa	2016-17		Physical Education (sharing)
Nunez, Crystal		Villa	2016-17		Special Education
Peleaux, Candy		Villa	2016-17		Social Studies (sharing)
Streckfus, Anne Marie		Villa	2016-17		Math
Thatcher, Stephanie		Villa	2016-17		AVID (sharing)
Arroyo, Francisco		Willard	2016-17		Physical Education
Beltran, Ammy		Willard	2016-17		Music
Compton, Laura		Willard	2016-17		Science
Donovan, Dan		Willard	2016-17		Art

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - October 11, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2016-17 (Continued)</b>					
Faust, Eric		Willard	2016-17		Business
Hanson, Lisa		Willard	2016-17		English
Kanouse, Monique		Willard	2016-17		Social Studies
Keller, Ruth		Willard	2016-17		Special Education
Moure, Deborah		Willard	2016-17		Math
Pratt, Theodore		Willard	2016-17		AVID
Rigby, Heather		Willard	2016-17		ELD/Bilingual
<b>FALL SPORTS 2016-17</b>					
Cortez, Heriberto	Head Coach	Godinez	2016-17		Tennis (Girls)
Echaves, Michael	Head Coach	Godinez	2016-17		Football
Espinoza, Emilio	Assistant Coach	Godinez	2016-17		Football
Fedele, Stephen	Assistant Coach	Godinez	2016-17		Cross Country (Boys)
Lee, Torrence	Assistant Coach	Godinez	2016-17		Water Polo (Boys)
Morris, Jessica	Head Coach	Godinez	2016-17		Water Polo (Boys)
Parga, Regina	Assistant Coach	Godinez	2016-17		Tennis (Girls)
Pola, Kevin	Assistant Coach	Godinez	2016-17		Football
Sanchez, Rogelio	Head Coach	Godinez	2016-17		Cross Country (Boys)
Watts, Matthew	Assistant Coach	Godinez	2016-17		Football
Gutierrez, David	Assistant Coach	Santa Ana	2016-17		Football
Rear, Lara	Head Coach	Santa Ana	2016-17		Volleyball (Girls)

# **CERTIFICATED PERSONNEL CALENDAR**

## **Personnel Calendar**

**Board Meeting - October 11, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>FALL SPORTS 2016-17 (Continued)</b>					
Tayco, Lance	Assistant Coach	Santa Ana	2016-17		Football
TeGantvoort, Charles	Head Coach	Santa Ana	2016-17		Football
Caroompas, John III	Assistant Coach	Segerstrom	2016-17		Volleyball (Girls)
Cohen, Jason	Head Coach	Segerstrom	2016-17		Volleyball (Girls)
DeMent, Russell	Assistant Coach	Segerstrom	2016-17		Football
Fredericksen, Timothy	Head Coach	Segerstrom	2016-17		Water Polo (Boys)
Kimmons, Herbert III	Head Coach	Segerstrom	2016-17		Tennis (Girls)
Salway, Andrew	Assistant Coach	Segerstrom	2016-17		Water Polo (Boys)
Stevenson, Neil	Assistant Coach	Segerstrom	2016-17		Cross Country (Boys)
Tagalao, Joseph	Head Coach	Segerstrom	2016-17		Football
Upmeyer, Megan	Assistant Coach	Segerstrom	2016-17		Tennis (Girls)
Vu, Lan	Assistant Coach	Segerstrom	2016-17		Football
Wolfe, Michael	Assistant Coach	Segerstrom	2016-17		Football
Carrillo, Ricardo	Assistant Coach	Valley	2016-17		Cross Country
Castaneda Alvarez, Paul	Assistant Coach	Valley	2016-17		Cross Country (Boys)
Conover, Matthew	Head Coach	Valley	2016-17		Golf (Girls)
Corradino, Damian	Head Coach	Valley	2016-17		Volleyball (Girls)
Cozens, Tara	Head Coach	Valley	2016-17		Cross Country (Girls)
Fausto, David	Assistant Coach	Valley	2016-17		Cross Country (Boys)

**Mark A. McKinney, Associate Superintendent, Human Resources**

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**Mark A. McKinney, Associate Superintendent, Human Resources**



## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENT</b>						
Mercado, Ely	Executive Secretary	K12 Teaching & Learning	November 6, 2016			20 years, 4 months
<b>RESIGNATIONS</b>						
Barraza-Luna, Maricela	Fd. Svc. Wkr.	Valley	September 30, 2016			Personal - 9 months
Camanos Jimenez, Adalid	After School IP	Fremont	September 14, 2016			Personal - 2 years, 6 months
Castaneda-Ortega, Leonardo	Site Coordinator	Wilson	September 30, 2016			Personal - 7 months
						Instr. Asst. Provider - 1 year
Cyprain, Ashley	After School IP	Santa Ana	September 7, 2016			To teach at Washington - 3 years
Elias, Andrea	Autism Paraprofessional	Lowell	September 14, 2016			Personal - 6 years, 7 months
Espinoza, Edgar	Computer Technician	Carr	September 23, 2016			Personal - 10 months
Gordon, Jasmine	SSP Sp. Ed.	Esqueda	September 16, 2016			Personal - 2 years
Hemphill, Erin	SSP Sp. Ed.	Santa Ana	September 30, 2016			

Mark A. McKinney, Associate Superintendent, Human Resources

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - October 11, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RESIGNATIONS (Continuation)</b>						
Jackson, Adam	Instr. Asst. Provider	Godinez	June 14, 2016			Personal - 11 months
Khurram, Aijaz	Database Engineer	ITC	September 16, 2016			Personal - 4 years, 10 months
Magallanes, Jose	Licensed Vocational Nurse	PSS	September 16, 2016			Personal - 7 months
Martinez, Carlos	Activity Supervisor	Wilson	June 16, 2016			Personal - 4 months
		El Sol Science & Art Academy				Personal - 5 years, 11 months
Morales, Mayra	SSP Sp. Ed.		September 2, 2016			Personal - 5 months
Nieto, Maria	Activity Supervisor	Wilson	September 2, 2016			Personal - 2 years
Pomerantz, Carole	SSP Sp. Ed.	Century	September 8, 2016			Classified Substitute
Ramos, Veronica	Site Clerk	Heninger	September 14, 2016			Personal - 5 years, 11 months
Soto, Angelica	Library Media Tech.	Harvey	October 14, 2016			Personal - 11 months
Zavala, Cecilia	Licensed Vocational Nurse	PSS	September 19, 2016			

**Mark A. McKinney, Associate Superintendent, Human Resources**

## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

## Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCES (3 to 20 duty days) - Without Pay						
Aguirre, Eliana	Instr. Asst. Sev. Dis. Autism	Mitchell	September 27, 2016	December 8, 2016		Personal
Hass, Lindsey	Paraprofessional Autism	Mitchell	September 26, 2016	December 7, 2016		Personal
Pulido, Analiz	Paraprofessional Autism	Mitchell	September 26, 2016	December 7, 2016		Personal
Salgado, Maryann	Paraprofessional Autism	Wilson	September 26, 2016	October 21, 2016		Personal
MILITARY LEAVE						
Chesmore, Brian	Sch. Police Supvr./Sgt.	School Police	September 17, 2016	October 22, 2016		
NEW HIRES						
Avila de Garcia, Cindy	Activity Supervisor	Adams	September 27, 2016		10/1	
Cardenas, Ashley	Teacher's Aide	ECE	September 27, 2016		10/1	Probationary
Carrillo Meneses, Cristy	Site Coordinator	After School Programs	September 19, 2016		\$25	Probationary
Diaz, Diana	Teacher's Aide	ECE	October 3, 2016		10/1	Probationary
Dominguez						
Rodriguez, Omar	Custodian	Godinez	October 12, 2016		23/1 + Diff.	Probationary
Fleming, Darrell Jr.	Activity Supervisor	Century	September 27, 2016		10/1	
Gallastegui, Neftali	Activity Supervisor	Mendez	September 21, 2016		10/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>NEW HIRES (Continuation)</b>						
Garcia, Rebecca	Fd. Svc. Wkr.	Roosevelt	September 28, 2016		11/1	Probationary
Gonzalez, Gladys	Custodian	Segerstrom	October 12, 2016		23/1 + Diff.	Probationary
Gonzalez, Marisol	Activity Supervisor	Fremont	September 19, 2016		10/1	
James, Martha	Teacher's Aide	ECE	September 30, 2016		10/1	Probationary
Jovel, Maribel	Teacher's Aide	ECE	October 3, 2016		10/1	Probationary
Harris, Jonathan	Site Coordinator	Carr	September 19, 2016		\$25	Probationary
Huerta, Dinora	Activity Supervisor	Davis	September 21, 2016		10/1	
Lee, Calvin	Activity Supervisor	Esqueda	September 22, 2016		10/1	
Linares, Mikele	Teacher's Aide	ECE	September 19, 2016		10/1	Probationary
Maligaya, Deo	Licensed Vocational Nurse	ECE	September 19, 2016		24/1	Probationary
Hilarion Real						
Melgoza, Pablo	Instr. Asst. Sev. Dis.	Transition Program	September 19, 2016		20/1	Probationary
Mohr, James	Instr. Asst. Sev. Dis.	Transition Program	September 21, 2016		20/4	Probationary
Multer, Danniell	Fd. Svc. Wkr.	Valley	September 28, 2016		11/1	Probationary
Penaloza, Katharine	Activity Supervisor	Sepulveda	September 27, 2016		10/1	
Perez, Mariam	Teacher's Aide	ECE	September 26, 2016		10/1	Probationary
Perez-Torres, Esmeralda	Fd. Svc. Wkr.	Fremont	September 28, 2016		11/1	Probationary
Ramos, Sonia	Activity Supervisor	Sepulveda	September 26, 2016		10/1	
Reyes, Michelle	Teacher's Aide	ECE	October 10, 2016		10/1	Probationary
Sambrano, Brandon	Fd. Svc. Wkr.	Sierra	September 28, 2016		11/1	Probationary
Valdovinos, Sylvia	Teacher's Aide	ECE	October 11, 2016		10/1	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>NEW HIRES (Continuation)</b>						
Valencia de Lopez, Sofia	Teacher's Aide	ECE	September 22, 2016		10/1	Probationary
Zamarripa, Omar	Fd. Svc. Wkr.	Valley	September 28, 2016		11/1	Probationary
<b>ADDITIONAL ASSIGNMENTS</b>						
Ayala, Marissa	After School IP	After School Program	September 19, 2016		16/2	Probationary
Calderon-Medrano, Vianney	After School IP	After School Program	September 12, 2016		16/1	Probationary
Ramirez, Maria	After School IP	After School Program	October 3, 2016		16/6	Probationary
<b>PROMOTIONAL APPOINTMENTS</b>						
Bahena, Angela	Family Outreach Liaison	PSS	October 26, 2016		From 16/2 to 36/1	From After School IP
Lozano, Jesus	Computer Tech.	MacArthur	September 26, 2016		From 26/2 to 28/3	From Instr. Asst. Computer
Santivanez, Yesenia	Department Spec.	K12 Teaching & Learning	October 12, 2016		From 25/6 to 28/6	From Secretary

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REAPPOINTMENT						
Castro, Daniel	SSP Sp. Ed.	Santa Ana High	September 28, 2016		19/2	
REASSIGNMENTS						
Aguilar, Edgardo	Instr. Asst. Provider	Valley	September 21, 2016		16/1	From Carr
Bruhl, Karla	Preschool Teacher	Migrant Ed.	September 22, 2016		BA8/10	From ECE
Castillo Mexquititla, Maria	After School IP	MacArthur	September 30, 2016		16/3	From Carr
Garcia, Marisol	SSP Sp. Ed.	Jefferson	September 26, 2016		19/1	From Adams
Gonzalez, Evangelina	SSP Sp. Ed.	Esqueda	August 30, 2016		19/1	From Jackson
Lopez, Victoria	After School IP	Villa	August 24, 2016		16/1	From Itinerant
Pritchett, Jaime	Budget Technician	Deputy Supt's Office Ed. Svcs.	September 6, 2016		39/5	From Budget Svcs.
Rivera, Monica	After School IP	Spurgeon	September 26, 2016		16/1	From Saddleback
Velez, Wendy	Attendance Tech.	Valley	September 19, 2016		24/6	From Site Clerk
Villegas, Jessica	Instr. Asst. Sev. Dis.	Transition Program	September 19, 2016		20/1	From Mendez

Mark A. McKinney, Associate Superintendent, Human Resources

## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS</b>						
	Community and Family Outreach Liaison					
Diaz, Jaime		Willard	October 1, 2016	October 28, 2016	36/1	
Krantz, Peter	Sch. Police Officer	School Police	July 1, 2016	December 31, 2016	40P/4B + Graveyard	
Perez, Maria	Fd. Svc. Spvr. Int.	Nutrition Svcs.	September 19, 2016	September 23, 2016	27/1	
Rodriguez, Danny	Sch. Police Officer	School Police	July 1, 2016	December 31, 2016	40P/6A + Graveyard	
Sogsti, Stephen	Sch. Police Officer	School Police	July 1, 2016	December 31, 2016	40P/6A + Graveyard	
<b>HOURLY APPOINTMENTS</b>						
Carrillo, Lupita	Instr. Asst. Provider	MacArthur	September 26, 2016		16/1	
Castaneda, Isabel	Instr. Asst. Provider	Middle College	September 21, 2016		16/1	
Cyprian, Ashley	Instr. Asst. Provider (ASSETS)	Santa Ana	September 20, 2016		16/1	
Escobar, Ana	Instr. Asst. Provider	Sierra	September 26, 2016		16/1	
Garibay, Alberto	Instr. Asst. Provider	Middle College	September 22, 2016		16/1	
Guillen, Ximena	Instr. Asst. Provider	Muir	September 26, 2016		16/1	
Hernandez, Angela	Instr. Asst. Provider	Santa Ana	September 26, 2016		16/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>HOURLY APPOINTMENTS (Continuation)</b>						
		Deputy Supt.- K-12 Teaching and Learning				
Huantes, Eduardo	Instr. Asst. Provider		September 19, 2016		16/1	
Iribe Avalos, Samantha	Instr. Asst. Provider	Valley	September 21, 2016		16/1	
Kirollos, Sara	Instr. Asst. Provider	Saddleback	September 16, 2016		16/1	
Luvianos, Chriss	Instr. Asst. Provider	Segerstrom	September 16, 2016		16/1	
Mojica, Jazmine	Instr. Asst. Provider	Saddleback	September 15, 2016		16/1	
Molina, Andrea	Instr. Asst. Provider	Godinez	September 16, 2016		16/1	
Montgomery, Dana	Instr. Asst. Provider (ASSETS)	Valley	September 15, 2016		16/1	
Mora, Rebecca	Instr. Asst. Provider	Villa	September 23, 2016		16/1	
Moreno, Fernando	Instr. Asst. Provider	Carr	September 9, 2016		16/1	
Moreno, Bernardo	Instr. Asst. Provider	MacArthur	September 15, 2016		16/1	
Padilla Sanabria, Diego	Instr. Asst. Provider	Valley	September 22, 2016		16/1	
Panduro, Suzzette	Instr. Asst. Provider	Lorin Grisot	September 16, 2016		16/1	
Phan, Jessica	Instr. Asst. Provider	Sierra	September 16, 2016		16/1	
Ramirez, Kevin	Instr. Asst. Provider	Century	September 22, 2016		16/1	
		Deputy Supt.- K-12 Teaching and Learning				
Ramirez-Figueroa, Alejandro	Instr. Asst. Provider		September 19, 2016		16/1	

Mark A. McKinney, Associate Superintendent, Human Resources



## CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 11, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>HOURLY APPOINTMENTS (Continuation)</b>						
Ramos-Tapia, Shirley	Instr. Asst. Provider	Godinez	September 23, 2016		16/1	
Rodriguez, Jose D.	Instr. Asst. Provider	Santa Ana	September 21, 2016		16/1	
Salcedo, Yesenia	Instr. Asst. Provider	Villa	September 21, 2016		16/1	
Sanchez Hernandez, Gilberto	Instr. Asst. Provider	Santa Ana	September 20, 2016		16/1	
Sruevitch, Philip	Instr. Asst. Provider	Segerstrom	September 16, 2016		16/1	
		Deputy Supt.- K-12 Teaching and Learning				
Tinajero III, Salvador	Instr. Asst. Provider		September 19, 2016		16/1	
Valencia, Alondra	Instr. Asst. Provider (ASSETS)	Valley	September 23, 2016		16/1	
Vera Ocampo, Chelsea	Instr. Asst. Provider (ASSETS)	Valley	September 19, 2016		16/1	
		Deputy Supt.- K-12 Teaching and Learning				
Weber, Jaclyn	Instr. Asst. Provider		September 19, 2016		16/1	
		Deputy Supt.- K-12 Teaching and Learning				
Weston, Meghan	Instr. Asst. Provider		September 19, 2016		16/1	

Mark A. McKinney, Associate Superintendent, Human Resources

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - October 11, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>SUBSTITUTES</b>						
Chapman, Julie	Instr. Asst. DHH	Taft	September 16, 2016		16/1	
Fuentes-Soriano, Alejandra	Alarm Monitor Dispatcher	School Police	July 1, 2016		22/1	
Martinez, Claudia	Instr. Asst.		September 28, 2016		19/1	
Mendoza, Andres	Clerical		September 28, 2016		20/1	
Muñoz, Julian	Custodian		September 28, 2016		23/1	
Ramirez, Javier	Teacher's Aide		September 28, 2016		10/1	

## RESOLUTION NO. 16/17-3135

## BOARD OF EDUCATION

## SANTA ANA UNIFIED SCHOOL DISTRICT

## ORANGE COUNTY, CALIFORNIA

**Statement of Assurance for Sufficiency of Pupil  
Textbooks and Instructional Materials for the 2016-17 School Year**

**WHEREAS**, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

**WHEREAS**, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

**WHEREAS**, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the Santa Ana Unified School District, and bargaining unit leaders, and;

**WHEREAS**, the Board is required to provide 10-day notice of the public hearing or hearings, and;

**WHEREAS**, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the Santa Ana Unified School District, and;

**WHEREAS**, the hearing shall be held at a time that will encourage the attendance of teachers, parents, and guardians of pupils who attend schools in the District and shall not take place during or immediately following school hours, and;

**WHEREAS**, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board for those subjects, and;

39  
40       **WHEREAS**, the governing Board shall also determine the availability of  
41 laboratory science equipment as applicable to science laboratory courses offered in  
42 grades 9 to 12, inclusive, and;

43  
44       **WHEREAS**, a public hearing was held on October 11, 2016, at 7:30 p.m.  
45 o'clock, which is on or before the eighth week of school and;

46  
47       **WHEREAS**, the Board is required to make a determination, through a resolution,  
48 as to whether each pupil in each school in the District has, sufficient textbooks  
49 or instructional materials, or both, that are aligned to the content standards  
50 adopted pursuant to Education Code Section 60605 and Education Code 33126 in each  
51 of the following subjects, as appropriate, that are consistent with the content and  
52 cycles of the curriculum framework adopted by the State Board:

- 53  
54       (i) Mathematics,  
55       (ii) Science,  
56       (iii) History-Social Science,  
57       (iv) English/Language Arts, including the English language development  
58             component of an adopted program  
59       (v) Visual and performing arts (Not listed in 60605 and 33126)  
60

61       **NOW, THEREFORE BE IT RESOLVED**, that the governing Board makes the determination  
62 that each pupil of the District, has available sufficient textbooks or instructional  
63 materials, or both, that are aligned to the content standards adopted pursuant to  
64 Education Code Section 60605 and Education Code 33126 in each subject listed above,  
65 consistent with the content and cycles of the curriculum framework adopted by the  
66 State Board and adopted by this Board in accordance with the procedures as  
67 established.  
68

69       **BE IT FURTHER RESOLVED**, that for the 2016-17 school year, the Santa Ana Unified  
70 School District, has provided each pupil with sufficient textbooks or instructional  
71 materials, or both, that are aligned to the content standards adopted pursuant to  
72 Education Code Section 60605 and Education Code 33126 in each subject listed above,  
73 consistent with the content and consistent with the cycles and content of the  
74 curriculum framework adopted by the State Board for those subjects.  
75  
76

77 **BE IT FURTHER RESOLVED**, that for the 2016-17 school year, the Santa Ana Unified  
78 School District has provided sufficient textbooks or instructional materials, or  
79 both, that are consistent with the content and cycles of the curriculum frameworks  
80 adopted by the State Board, to each pupil enrolled in a foreign language or health  
81 course, and that sufficient laboratory science equipment applicable to science  
82 laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

83 Upon motion of Member Richardson and duly seconded, the foregoing  
84 Resolution was adopted by the following vote:

85 AYES: John Palacio, Rob Richardson, Valerie Amezcua, and Cecilia Iglesias

86 NOES:

87 ABSENT: Jose A. Hernandez

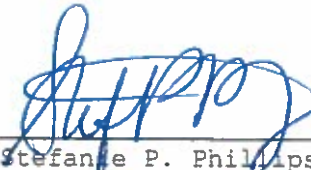
88 STATE OF CALIFORNIA )

89 ) SS.

90 COUNTY OF ORANGE )

91 I, Stefanie P. Phillips, Ed.D., Superintendent, of the Santa Ana Unified  
92 School District of Orange County, California, hereby certify that the above and  
93 foregoing Resolution was duly adopted by the said Board at a regular board meeting  
94 thereof held on the 11th day of October, 2016, and passed by a vote of  
95 4-0 of said Board.

96  
97 **IN WITNESS WHEREOF**, I have hereunto set my hand this 11th day of October,  
98 2016.

99  
100   
101 \_\_\_\_\_  
102 Stefanie P. Phillips, Ed.D.,  
103 Superintendent  
104 Santa Ana Unified School District

105  
106 Resolution No. 16/17-3135

RESOLUTION NO. 16/17-3130

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

RESOLUTION GRANTING AN EASEMENT TO THE CITY OF SANTA ANA

AT THE SANTA ANA PUBLIC SCHOOLS SPORTS COMPLEX

WHEREAS, the Santa Ana Unified School District ("District") owns real property located at 1801 S. Greenville Street, Santa Ana, CA (A.P.N.: 401-301-01), commonly known as the Santa Ana Public Schools Sports Complex ("District Property"); and

WHEREAS, the City of Santa Ana, a Municipal Corporation, as amended ("City"), has indicated its intention to monitor, sample, analyze, and observe onsite facilities at the District Property; control valves and meters for the purpose of measuring the quantity of Project Water; and has requested that the District grant certain portions over, under and through the District Property and necessary right-of-way thereto, in the form of a non-exclusive permanent easement, temporary construction easement, and maintenance easement, (collectively, the "Easement"); and (collectively, the "Easement"); and

WHEREAS, the District does not need the Easement area for classroom buildings or educational purposes; and

WHEREAS, pursuant to Education Code section 17556 et seq., the District may grant the Easement at the District Property to the City of Santa Ana to control valves and meters; and

WHEREAS, pursuant to Education Code section 17557, on September 13, 2016, by two-thirds vote, the District's Board adopted Resolution No. 16/17-3127, entitled Resolution of the Governing Board of the Santa Ana Unified School District Declaring Its Intention to Grant an Easement to the City of Santa Ana at the Santa Ana Public Schools Sports Complex; and

WHEREAS, in compliance with the notice requirements of Education Code section 17558, not less than five (5) days prior to the public hearing held on October 11, 2016, the District gave public notice of the public hearing by publication in the Orange County Register; and

WHEREAS, on October 11, 2016, the District held a public hearing on whether it should adopt this resolution to grant the Easement to the City of Santa Ana.

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 District's Governing Board finds that there are no formal protests to the proposed grant of the Easement.

Section 3. This resolution to grant the Easement is in accordance with the procedures of Title 1, Division 1, Part 10.5, Chapter 4, Article 15 of the Education Code, and the District's Board hereby authorizes and directs Superintendent or Superintendent's designee to execute the Easement granting the Easement to the City of Santa Ana and to deliver it.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of 11<sup>th</sup> of October 2016.

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

AYES: John Palacio, Rob Richardson, Valerie Amezcua, and Cecilia Iglesias

NOES:


ABSENT Jose A. Hernandez

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF ORANGE                    )

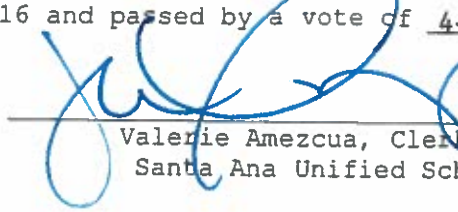
I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 11<sup>th</sup> of October 2016 and passed by a vote of 4-0 of said Board.

  
\_\_\_\_\_  
John Palacio, President of the Governing Board for the  
Santa Ana Unified School District, State of California

I, Rob Richardson, Vice 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 the said Board at a regular meeting thereof held on the 11<sup>th</sup> of October 2016 and passed by a vote of 4-0 of said Board.

  
\_\_\_\_\_  
Rob Richardson, Vice President of the Governing Board for the  
Santa Ana Unified School District, State of California

I, Valerie Amezcua, Clerk 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 the said Board at a regular meeting thereof held on the 11<sup>th</sup> of October 2016 and passed by a vote of 4-0 of said Board.

  
\_\_\_\_\_  
Valerie Amezcua, Clerk of the Board of Education of the  
Santa Ana Unified School District, State of California

I, Jose Alfredo Hernandez, Member 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 the said Board at a regular meeting thereof held on the 11<sup>th</sup> of October 2016 and passed by a vote of \_\_\_\_\_ of said Board.

Absent

Jose Alfredo Hernandez, Member of the Governing Board for the  
Santa Ana Unified School District, State of California

I, Cecilia Iglesias, Member 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 the said Board at a regular meeting thereof held on the 11<sup>th</sup> of October 2016 and passed by a vote of 4-0 of said Board.



Cecilia Iglesias, Member of the Governing Board for the  
Santa Ana Unified School District, State of California



## RESOLUTION NO. 16/17-3131

## BOARD OF EDUCATION

## SANTA ANA UNIFIED SCHOOL DISTRICT

## ORANGE COUNTY, CALIFORNIA

## RESOLUTION GRANTING AN EASEMENT TO THE ORANGE COUNTY WATER DISTRICT

## AT THE HERITAGE MUSEUM OF ORANGE COUNTY

WHEREAS, the Santa Ana Unified School District ("District") owns real property located at 3101 W. Harvard Street, Santa Ana, CA 92704 (A.P.N.: 408-021-01), commonly known as the Heritage Museum of Orange County ("District Property"); and

WHEREAS, the Orange County Water District, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended ("OCWD"), has indicated its intention to construct, operate, and maintain a below grade groundwater monitoring well and well system appurtenances, fencing, gates, and locks (collectively, the "Monitoring Well") at the District Property, and has requested that the District grant certain portions over, under and through the District Property and necessary right-of-way thereto, as identified in Exhibit "A" attached hereto, in the form of a non-exclusive permanent easement, temporary construction easement, and maintenance easement (collectively, the "Easement"); and

WHEREAS, the proposed Easement that includes the description and location of the Easement is set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the District does not need the Easement area for classroom buildings or educational purposes; and

WHEREAS, pursuant to Education Code section 17556 et seq., the District may grant the Easement at the District Property to the OCWD to construct, operate, and maintain the Monitoring Well; and

WHEREAS, pursuant to Education Code section 17557, on September 13, 2016, by two-thirds vote, the District's Board adopted Resolution No. 15/16-3105, entitled Resolution of the Governing Board of the Santa Ana Unified School District Declaring Its Intention to Grant an Easement to the Orange County Water District at the Heritage Museum of Orange County; and

WHEREAS, in compliance with the notice requirements of Education Code section 17558, not less than five (5) days prior to the public hearing held on October 11, 2016, the District gave public notice of the public hearing by publication in the Orange County Register; and

WHEREAS, on October 11, 2016, the District held a public hearing on whether it should adopt this resolution to grant the Easement to the OCWD.

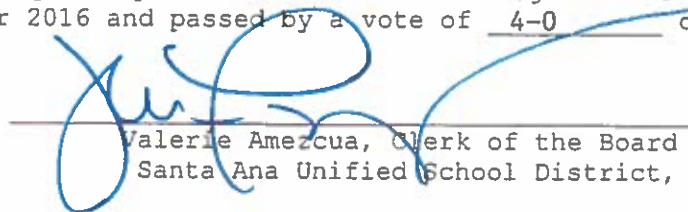
NOW THEREFORE, BE IT RESOLVED, that the District's Governing Board hereby finds, determines, declares, orders and resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The District's Governing Board finds that there are no formal protests to the proposed grant of the Easement.

Rob Richardson, Vice President of the Governing Board for the Santa Ana Unified School District, State of California

I, Valerie Amezcua, Clerk 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 the said Board at a regular meeting thereof held on the 11<sup>th</sup> day of October 2016 and passed by a vote of 4-0 of said Board.


  
\_\_\_\_\_  
Valerie Amezcua, Clerk of the Board of Education of the  
Santa Ana Unified School District, State of California

I, Jose Alfredo Hernandez, Member 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 the said Board at a regular meeting thereof held on the 11<sup>th</sup> day of October 2016 and passed by a vote of \_\_\_\_\_ of said Board.

Absent

Jose Alfredo Hernandez, Member of the Governing Board for the  
Santa Ana Unified School District, State of California

I, Cecilia Iglesias, Member 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 the said Board at a regular meeting thereof held on the 11<sup>th</sup> day of October 2016 and passed by a vote of 4-0 of said Board.

  
\_\_\_\_\_  
Cecilia Iglesias, Member of the Governing Board for the  
Santa Ana Unified School District, State of California

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EXHIBIT "A"  
EASEMENT

This resolution must be 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 by adoption of Resolution No. 2016/17-3141 – Authorization of Amendment 03 to California State Preschool Program Contract CSPP-6334 for the 2016-17 program year.

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

SIGNATURE

**Superintendent**

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.

(Date)



# Santa Ana Unified School District

**BOARD POLICY NO: 3100****SUBJECT: Budget****CATEGORY: Business and Non-Instructional Operations****EFFECTIVE: 10/11/2016****RESPONSIBLE OFFICE(S): Business Services, Budget****REVIEWED: 02/24/2015****SCOPE:**

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP) and other comprehensive plans.

**POLICY:**

The District budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the District. (cf. 0000 – Vision) (cf. 0200 – Goals for the School District) (cf. 0460 – Local Control and Accountability Plan)

The District budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

The Board shall adopt the District budget on or before July 1 of each year. (Education Code 42127)

At the public meeting held on a date after the public hearing on the budget, the Board shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same meeting. The update shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction.

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.



# **Santa Ana Unified School District**

**BOARD POLICY NO: 3100**

**SUBJECT: Budget**

**CATEGORY: Business and Non-Instructional Operations**

**RESPONSIBLE OFFICE(S): Business Services, Budget**

**EFFECTIVE: 10/11/2016**

**REVIEWED: 02/24/2015**

No later than five days after the Board adopts the District budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted District budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

If the County Superintendent disapproves or conditionally approves the District's budget, the Board shall review and respond to his/her recommendations at a public hearing on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

## **Budget Criteria and Standards**

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The District budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for District revenues and expenditures. (cf. 2210 - Administrative Discretion Regarding Board Policy) (cf. 3110 - Transfer of Funds)

## **Long-Term Financial Obligations**

The District's current year budget and multiyear projections shall include adequate provisions for addressing the District's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims. (cf. 4141/4241 - Collective Bargaining Agreement) (cf. 4154/4254/4354 - Health and Welfare Benefits) (cf. 7210 - Facilities Financing) (cf. 9250 - Remuneration, Reimbursement and Other Benefits)





# **Santa Ana Unified School District**

**BOARD POLICY NO: 3100****SUBJECT: Budget****CATEGORY: Business and Non-Instructional Operations****EFFECTIVE: 10/11/2016****RESPONSIBLE OFFICE(S): Business Services, Budget****REVIEWED: 02/24/2015**

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the District's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the District to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

## **Budget Amendments**

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the District's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, District income declines, increased revenues or unanticipated savings are made available to the District, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

## **DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to the Budget for the purpose of adopting a sound budget for each fiscal year, which is aligned with the Local Control and Accountability Plan (LCAP) and other comprehensive plans.





# Santa Ana Unified School District

**BOARD POLICY NO: 3100**

**SUBJECT: Budget**

**CATEGORY: Business and Non-Instructional Operations**

**RESPONSIBLE OFFICE(S): Business Services, Budget**

**EFFECTIVE: 10/11/2016**

**REVIEWED: 02/24/2015**

## IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

### District Policies and Procedures:

Administrative Regulation 3100 - Budget

### Legal Reference:

#### Education Code

1240	Duties of county superintendent of schools
33127-33131	Standards and criteria for local budgets and expenditures
42103	Public hearing on proposed budget;
	Requirements for content or proposed budget
42122-42129	Budget requirements
42130-42134	Financial certifications
42140-42141	Disclosure of fiscal obligations
42238-42251	Apportionments to districts, especially:
42238.01-42238.07	Local Control Funding Formula
42602	Use of unbudgeted funds
42610	Appropriation of excess funds and limitation thereon
45253	Annual budget of personnel commission
45254	First year budget of personal commission
52060-52077	Local Control and Accountability Plan especially:

#### Government Code:

7900-7914	Appropriations Limit
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#### Code of Regulations, Title 5

15060	Standardized account code structure
15440-15451	Criteria and standards for school district budgets
15494-15496	Local Control Funding Formula, expenditures

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** 2016-17 Summarized Data of Williams Settlement First Quarterly Report

**ITEM:** Consent

**SUBMITTED BY:** Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

**PREPARED BY:** David Haglund, Ed.D., Deputy Superintendent, CAO, Educational Services

**BACKGROUND INFORMATION:**

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

**RATIONALE:**

Attached is a chart summarizing the first quarterly-reported complaints for Santa Ana Unified School District beginning on July 1, 2016 and ending on September 30, 2016. The form is due to the Orange County Department of Education on October 28, 2016.

<b>ITEM SUMMARY:</b>
Education Code section 35186(d) requires: "A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records."

**FUNDING:**

No Fiscal Impact

**RECOMMENDATION:**

Presented for information.

DH:lr



## 2016-17 Quarterly Report Williams Legislation Uniform Complaints

**District:** \_\_\_\_\_

**District Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

- |                                     |                               |                                       |
|-------------------------------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 - September 30, 2016   | <b>Report due by October 28, 2016</b> |
| <input type="checkbox"/> Quarter #2 | October 1 - December 31, 2016 | <b>Report due by January 27, 2017</b> |
| <input type="checkbox"/> Quarter #3 | January 1 - March 31, 2017    | <b>Report due by April 28, 2017</b>   |
| <input type="checkbox"/> Quarter #4 | April 1 - June 30, 2017       | <b>Report due by July 28, 2017</b>    |

**Check the box that applies:**

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

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

Name of Superintendent: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit to:**

Thea Savas  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050

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

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests

**ITEM:** Consent

**SUBMITTED BY:** Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

**PREPARED BY:** David Haglund, Ed.D., Deputy Superintendent, CAO, Educational Services

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**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 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.

**ITEM SUMMARY:**

If the value of a gift exceeds \$500, the Superintendent shall bring the nature of the gift, with a specific recommendation, to the Board of Education for approval. The gifts under this item are all valued at more than \$500.

**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.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

No Fiscal Impact

**RECOMMENDATION:**

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

DH:lr

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - October 25, 2016

School:	Gift:	Amount:	Donor:	Used for:
John Muir Fundamental		\$1,252	John Muir PTA Ms. Andrea Schartz President Santa Ana	Student agendas
John Muir Fundamental		\$993	Lifetouch National School Studios Mr. Randy Page Manager Eden Prairie, MN	Instructional supplies
October 25, 2016 donations		\$2,245		
2016 Total donations	\$265,449	\$267,694		

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.

DH:lr

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**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:**   **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

**PREPARED BY:**   **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of extended field trip(s) for the school(s) listed.

**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.

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

**FUNDING:**

Various Funding Sources

**RECOMMENDATION:**

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

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - October 25, 2016

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
January 4-5, 2017 (Wednesday - Thursday)	Century High School Girls Soccer Trip Rim of the World High School Lake Arrowhead, CA	\$100.00 per student (s) (cost paid by donation and fundraising)	22	4

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

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for Century High School students to participate in a Girls' Soccer Trip at Rim of the World High School in Lake Arrowhead, CA. The trip will be on January 4-5, 2017.
<b><u>OVERVIEW:</u></b>	Century High School is requesting authorization for their students to participate in a Girls' Soccer Trip in Lake Arrowhead, CA.
<b><u>RATIONALE:</u></b>	The purpose of this fieldtrip is to allow us to compete against a new opponent, the opportunity for students to travel out of Orange County, and to create a team bond.
<b><u>PARTICIPANTS:</u></b>	22 students and 4 chaperones (1 certificated and 3 classified)
<b><u>COSTS:</u></b>	\$100.00 per student – To include lodging, meals, and travel
<b><u>*FUNDING:</u></b>	Cost paid by donation and fundraising
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for Century High School students to participate in a Girls' Soccer Trip at Rim of the World High School in Lake Arrowhead, CA on January 4-5, 2017.



**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2016-17 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Doreen Lohnes, Assistant Superintendent, Special Education/SELPA**

**PREPARED BY:**    **Doreen Lohnes, Assistant Superintendent, Special Education/SELPA**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Individualized Education Programs (IEP) services for four students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in their IEPs. The respective IEP teams recommended placement at nonpublic schools (NPS) for services as necessary, pursuant to an IEP.

Due to increased needs for behavioral assistance, student ID 354395 will transfer from his current NPS to Rossier Park Elementary School for the 2016-17 school year. Student ID 447415 requires a NPS because he recently transferred into the District with NPS services on his IEP. Student ID 354818 has increased speech/language and occupation therapy services on his IEP. Student ID 367981 has the addition of parent counseling services on his IEP.

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"> <li>• <u>4</u> students with disabilities will be served</li> <li>• Vendors are certified non-public schools which serve students with disabilities per the students' IEPs.</li> <li>• Required to comply with students' IEPs</li> <li>• Renewable according to students' IEPs</li> <li>• Agreement Ends: <u>June 30, 2017</u></li> </ul>



**RATIONALE:**

The District is required to provide appropriate education, at no cost to parents, for all students with disabilities who reside within the District in accordance with their IEPs. If a program is not available, necessary contract services are required through a private provider.

LCAP Goal 2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).

LCAP GOAL 1.14: In addition to services provided to low income students, students receiving special education services will receive services such as, but not limited to, services and supports as listed in Individualized Education Programs (IEPs) for additional students above 2013-14 baseline numbers.

**FUNDING:**

Special Education: Not to exceed \$93,892

**RECOMMENDATION:**

Approve the master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2016-17 school year.

DL:kq:cvl

**Master Contracts and/or Individual Service Agreements with Nonpublic Schools and  
Agencies for Students with Disabilities for 2016-17 School Year**

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**Board Meeting: October 25, 2016**

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
354395	\$34,741	Rossier Park Jr/Sr. High School (New placement from Atlas program)
447415	\$44,428	Rossier Park Elementary (Continuation of IEP services for student who moved into the District)
354818	\$7,235	Kids Institute for Development and Advancement (IEP increase of speech and OT services)
367981	\$7,488	Boys Town (Parent counseling services per IEP)

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                    **Acceptance of Extension of Nutrition Services/Nutrition Education Obesity Prevention Program Services Award Grant for 2016-17 School Year**

**ITEM:**                    **Consent**

**SUBMITTED BY:**   **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

**PREPARED BY:**    **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of the extension of the Nutrition Services/Nutrition Education Obesity Prevention Program Services Award grant for the 2016-17 school year. The original grant award was for 3 years, however, the United States Dairy Association (USDA) granted the local health care agencies an extension for the 2016-17 school year.

**ITEM SUMMARY:**

- Acceptance Amount: \$79,883
- Extension of grant for the 2016-17 school year.

**RATIONALE:**

This project is in collaboration with the Orange County Health Care Agency and the Special Projects Department. This award money will continue to empower students and their families to increase fruit and vegetable consumption, physical activity, and food safety with the goal of preventing obesity and other diet-related chronic diseases.

This grant serves to teach students, their families, and educators about good nutrition and to help combat the high obesity epidemic in students, while increasing the awareness of the importance of good nutrition and active lifestyles. Educators will work with community and District partners to develop the nutritional knowledge for awareness of healthy eating and active-daily habits.

LCAP goal 3.5: “Ensure access for low-income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports (PBIS) training, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs.”

**FUNDING:**

Orange County Health Care Agency: \$79,883 (one-year extension grant award)

**RECOMMENDATION:**

Approve the extension of the Nutrition Services/Nutrition Education Obesity Prevention Program Services Award grant for the 2016-17 School Year.

LP:RO:sz

1 AGREEMENT FOR PROVISION OF  
2 NUTRITION SERVICES/NUTRITION EDUCATION AND  
3 OBESITY PREVENTION (NEOP) PROGRAM SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 SANTA ANA UNIFIED SCHOOL DISTRICT  
8 NOVEMBER 1, 2016 THROUGH SEPTEMBER 30, 2017  
9

10 THIS AGREEMENT entered into this 1st day of November 2016, which date is enumerated for  
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and SANTA  
12 ANA UNIFIED SCHOOL DISTRICT, a California public educational institution (CONTRACTOR).  
13 This Agreement shall be administered by the County of Orange Health Care Agency  
14 (ADMINISTRATOR).  
15

16 WITNESSETH:  
17

18 WHEREAS, COUNTY has accepted the California Department of Public Health (CDPH) Grant  
19 Agreement 16-10144 in order to provide Supplemental Nutrition Assistance Program Education (SNAP-  
20 Ed) allowable nutrition education and obesity prevention activities and interventions for low-income  
21 residents of Orange County;

22 WHEREAS, COUNTY authority for these contracts is vested, via CDPH, in the Federal-Healthy-  
23 Hunger-Free Kids Act of 2010 (Public Law 111-296), section 241, enacted on December 10, 2010,  
24 which established the Nutrition Education and Obesity Prevention Grant program for eligible low-  
25 income individuals;

26 WHEREAS, COUNTY will provide health promotion to help the SNAP-Ed target audience  
27 establish healthy eating habits and a physically active lifestyle for prevention or postponement of the  
28 onset of chronic diseases, such as obesity and diabetes;

29 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
30 Nutrition Services/Nutrition Education and Obesity Prevention (NEOP) Program Services described  
31 herein to the residents of Orange County; and

32 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
33 conditions hereinafter set forth:

34 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:  
35 //  
36 //  
37 //

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**REFERENCED CONTRACT PROVISIONS**

**Term:** November 1, 2016 through September 30, 2017

**Santa Ana Unified School District maximum Obligation:** \$79,883

**Aggregate Maximum Obligation:** \$3,000,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Payment in Arrears

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637

**CONTRACTOR:** Santa Ana Unified School District  
1601 E. Chestnut Ave.  
Santa Ana, CA 92701  
Attn: Tina Douglas, Assistant Superintendent  
[Tina.douglas@sausd.us](mailto:Tina.douglas@sausd.us)

**CONTRACTOR DUNS Number:** 07-606-1712

**CONTRACTOR TAX ID Number:** 95-6002823

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# **I. ACRONYMS**

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ARRA	American Recovery and Reinvestment Act
B. ASRS	Alcohol and Drug Programs Reporting System
C. CCC	California Civil Code
D. CCR	California Code of Regulations
E. CEO	County Executive Office
F. CFR	Code of Federal Regulations
G. CHPP	COUNTY HIPAA Policies and Procedures
H. CHS	Correctional Health Services
I. COI	Certificate of Insurance
J. D/MC	Drug/Medi-Cal
K. DHCS	Department of Health Care Services
L. DPFS	Drug Program Fiscal Systems
M. DRS	Designated Record Set
N. ePHI	Electronic Protected Health Information
O. GAAP	Generally Accepted Accounting Principles
P. HCA	Health Care Agency
Q. HHS	Health and Human Services
R. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
S. HSC	California Health and Safety Code
T. ISO	Insurance Services Office
U. MHP	Mental Health Plan
V. NEOP	Nutrition Education and Obesity Prevention
W. OCJS	Orange County Jail System
X. OCPD	Orange County Probation Department
Y. OCR	Office for Civil Rights
Z. OCSD	Orange County Sheriff's Department
AA. OIG	Office of Inspector General
AB. OMB	Office of Management and Budget
AC. OPM	Federal Office of Personnel Management
AD. PA DSS	Payment Application Data Security Standard
AE. PC	State of California Penal Code
AF. PCI DSS	Payment Card Industry Data Security Standard
AG. PHI	Protected Health Information

1	AH. PII	Personally Identifiable Information
2	AI. PRA	Public Record Act
3	AJ. SIR	Self-Insured Retention
4	AK. SNAP	Supplemental Nutrition Assistance Program
5	AL. SNAP-Ed	Supplemental Nutrition Assistance Program Education
6	AM. HITECH Act	Health Information Technology for Economic and
7		Clinical Health Act, Public Law 111-005
8	AN. USC	United States Code
9	AO. USDA	United States Department of Agriculture
10	AP. WIC	State of California Welfare and Institutions Code

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## **II. ALTERATION OF TERMS**

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A. This Agreement, together with Exhibits A, B, C, D, E, F, G, H, I, and J as applicable attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

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B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

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## **III. ASSIGNMENT OF DEBTS**

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Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

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## **IV. COMPLIANCE**

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A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

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1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

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37

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct

1 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as  
2 described in subparagraphs below.

3 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;  
4 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award  
5 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's  
6 Compliance Program and Code of Conduct.

7 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it  
8 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to  
9 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's  
10 Compliance Officer shall determine if CONTRACTOR's Compliance Program and Code of Conduct  
11 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or  
12 shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the  
13 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

14 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
15 CONTRACTOR's Compliance Program and Code of Conduct contains all required elements,  
16 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
17 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

18 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and  
19 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure  
20 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute  
21 grounds for termination of this Agreement as to the non-complying party.

22 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and  
23 procedures and screen all Covered Individuals employed or retained to provide services related to this  
24 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.  
25 Screening shall be conducted against the General Services Administration's Excluded Parties List  
26 System or System for Award Management, the Health and Human Services/Office of Inspector General  
27 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider  
28 List and/or any other list or system as identified by the ADMINISTRATOR.

29 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who  
30 provide health care items or services or who perform billing or coding functions on behalf of  
31 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
32 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
33 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
34 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
35 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
36 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
37 procedures.

- 1           2. An Ineligible Person shall be any individual or entity who:
- 2           a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
- 3 federal and state health care programs; or
- 4           b. has been convicted of a criminal offense related to the provision of health care items or
- 5 services and has not been reinstated in the federal and state health care programs after a period of
- 6 exclusion, suspension, debarment, or ineligibility.
- 7           3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
- 8 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
- 9 Agreement.
- 10          4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
- 11 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
- 12 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
- 13 State of California health programs and have not been excluded or debarred from participation in any
- 14 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
- 15 any Ineligible Person in their employ or under contract.
- 16          5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
- 17 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
- 18 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
- 19 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
- 20 Ineligible Person.
- 21          6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
- 22 and state funded health care services by contract with COUNTY in the event that they are currently
- 23 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
- 24 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
- 25 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
- 26 business operations related to this Agreement.
- 27          7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
- 28 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
- 29 Such individual or entity shall be immediately removed from participating in any activity associated
- 30 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
- 31 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall
- 32 promptly return any overpayments within forty-five (45) business days after the overpayment is verified
- 33 by ADMINISTRATOR.
- 34          C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
- 35 and Provider Compliance Training, where appropriate, available to Covered Individuals.
- 36 //
- 37 //

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

#### V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

#### VI. COST REPORT

A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR.

1 The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
2 CONTRACTOR.

3 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
4 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
5 accurate and complete Cost Report is delivered to ADMINISTRATOR.

6 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
7 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
8 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

9 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
10 within one hundred and eighty (180) calendar days following the termination of this Agreement, and  
11 CONTRACTOR has not entered into a subsequent or new agreement for any other services with  
12 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement  
13 shall be immediately reimbursed to COUNTY.

14 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
15 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR  
16 shall document that costs are reasonable and allowable and directly or indirectly related to the services to  
17 be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

18 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
19 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
20 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
21 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
22 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
23 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
24 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
25 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
26 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

27 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
28 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim  
29 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
30 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
31 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
32 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
33 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

34 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
35 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim  
36 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided  
37 such payment does not exceed the Maximum Obligation of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by \_\_\_\_\_ for the cost report period beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_"

#### **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.



1           3. If CONTRACTOR is a governmental organization, any change to another structure,  
2 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
3 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
4 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
5 subparagraph shall be void.

6           4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
7 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
8 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
9 the effective date of the assignment.

10          5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
11 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
12 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
13 governing body of CONTRACTOR at one time.

14          C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
15 means of subcontracts, provided such subcontracts are approved in advance, in writing by  
16 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
17 under subcontract, and include any provisions that ADMINISTRATOR may require.

18           1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
19 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract  
20 subsequently fails to meet the requirements of this Agreement or any provisions that  
21 ADMINISTRATOR has required.

22           2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
23 pursuant to this Agreement.

24           3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
25 amounts claimed for subcontracts not approved in accordance with this paragraph.

26           4. This provision shall not be applicable to service agreements usually and customarily entered  
27 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services  
28 provided by consultants.

## 29 30                                   **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

31          CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
32 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
33 consultants performing work under this Agreement meet the citizenship or alien status requirements set  
34 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
35 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
36 employment eligibility status required by federal or state statutes and regulations including, but not  
37 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently

1 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
2 covered employees, subcontractors, and consultants for the period prescribed by the law.

### 3 4 **IX. EQUIPMENT**

5 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
6 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
7 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
8 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or  
9 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
10 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and  
11 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained  
12 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
13 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
14 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
15 depreciated according to GAAP.

16 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any  
17 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
18 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
19 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
20 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
21 purchased asset in an Equipment inventory.

22 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY  
23 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to  
24 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is  
25 purchased. Title of expensed Equipment shall be vested with COUNTY.

26 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
27 with funds paid through this Agreement, including date of purchase, purchase price, serial number,  
28 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and  
29 shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
30 cost, if any.

31 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
32 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
33 or all Equipment to COUNTY.

34 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
35 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,  
36 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
37 Equipment are moved from one location to another or returned to COUNTY as surplus.

1 G. Unless this Agreement is followed without interruption by another agreement between the  
2 parties for substantially the same type and scope of services, at the termination of this Agreement for any  
3 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this  
4 Agreement.

5 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
6 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
7

#### 8 **X. FACILITIES, PAYMENTS AND SERVICES**

9 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
10 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.  
11 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the  
12 minimum number and type of staff which meet applicable federal and state requirements, and which are  
13 necessary for the provision of the services hereunder.

14 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
15 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.  
16 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
17 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.  
18

#### 19 **XI. INDEMNIFICATION AND INSURANCE**

20 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
21 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
22 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
23 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
24 including but not limited to personal injury or property damage, arising from or related to the services,  
25 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
26 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
27 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
28 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request  
29 a jury apportionment.

30 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
31 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all  
32 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
33 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the  
34 entire term of this Agreement. In addition, all subcontractors performing work on behalf of  
35 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and  
36 conditions as set forth herein for CONTRACTOR.  
37 //

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

1 H. REQUIRED COVERAGE FORMS

2 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
3 substitute form providing liability coverage at least as broad.

4 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
5 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

6 I. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the  
7 following endorsements, which shall accompany the COI:

8 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least  
9 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and  
10 agents as Additional Insureds.

11 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance  
12 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and  
13 non-contributing.

14 J. All insurance policies required by this Agreement shall waive all rights of subrogation against  
15 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,  
16 officers, agents and employees when acting within the scope of their appointment or employment.

17 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
18 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
19 elected and appointed officials, officers, agents and employees.

20 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
21 cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice  
22 to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the  
23 Agreement, upon which the COUNTY may suspend or terminate this Agreement.

24 M. The Commercial General Liability policy shall contain a "severability of interests" clause also  
25 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

26 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
27 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
28 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately  
29 protect COUNTY.

30 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
31 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
32 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement  
33 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
34 remedies.

35 P. The procuring of such required policy or policies of insurance shall not be construed to limit  
36 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
37 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

## Q. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this Agreement.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

## XII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

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1 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
2 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
3 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
4 evaluation or monitoring.

5 C. AUDIT RESPONSE

6 1. Following an audit report, in the event of non-compliance with applicable laws and  
7 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
8 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
9 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
10 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

11 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
12 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
13 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
14 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
15 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
16 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
17 reimbursement due COUNTY.

18 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual  
19 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR  
20 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
21 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)  
22 calendar days of receipt.

23 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
24 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
25 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
26 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

27  
28 **XIII. LICENSES AND LAWS**

29 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
30 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
31 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
32 required by the laws, regulations and requirements of the United States, the State of California,  
33 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
34 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
35 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
36 and exemptions. Said inability shall be cause for termination of this Agreement.

37 //

1        **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

2            1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
3 of the award of this Agreement:

4            a. In the case of an individual contractor, his/her name, date of birth, social security  
5 number, and residence address;

6            b. In the case of a contractor doing business in a form other than as an individual, the  
7 name, date of birth, social security number, and residence address of each individual who owns an  
8 interest of ten percent (10%) or more in the contracting entity;

9            c. A certification that CONTRACTOR has fully complied with all applicable federal and  
10 state reporting requirements regarding its employees;

11           d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
12 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13           2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
14 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
15 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
16 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and  
17 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
18 grounds for termination of this Agreement.

19           3. It is expressly understood that this data will be transmitted to governmental agencies  
20 charged with the establishment and enforcement of child support orders, or as permitted by federal  
21 and/or state statute.

22        **C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and**  
23 **requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and**  
24 **requirements shall include, but not be limited to, the following:**

25           1. ARRA of 2009.

26           2. Code of Federal Regulations, Title 42, Public Health.

27           3. Public Law 107-110, No Child Left Behind Act of 2001.

28           4. 42 CFR, Public Health 20 USC §7183, Pro-Children Act of 1994.

29           5. PC §11164 et seq., Child Abuse and Neglect Reporting Act.

30  
31        **XIV. LITERATURE ADVERTISEMENTS AND SOCIAL MEDIA**

32        A. Any written information or literature, including educational or promotional materials,  
33 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
34 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
35 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
36 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
37 and electronic media such as the Internet.



1 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
2 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
3 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

4 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
5 available social media sites) in support of the services described within this Agreement,  
6 CONTRACTOR shall develop social media policies and procedures and have them available to  
7 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
8 forms of social media used to either directly or indirectly support the services described within this  
9 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
10 they pertain to any social media developed in support of the services described within this Agreement.  
11 CONTRACTOR shall also include any required funding statement information on social media when  
12 required by ADMINISTRATOR.

13 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by  
14 COUNTY, unless ADMINISTRATOR consents thereto in writing.

#### 15 16 **XV. MAXIMUM OBLIGATION**

17 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
18 agreements for Nutrition Services/Nutrition Education and Obesity Prevention - Orange County is as  
19 specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with  
20 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation  
21 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a  
22 fraction of these Aggregate Maximum Obligation.

23 B. ADMINISTRATOR may amend the Aggregate Maximum Obligation by an amount not to  
24 exceed ten percent (10%) of funding for this Agreement.

#### 25 26 **XVI. MINIMUM WAGE LAWS**

27 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended,  
28 and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
29 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
30 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all  
31 its contractors or other persons providing services pursuant to this Agreement on behalf of  
32 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
33 Wage.

34 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
35 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
36 pursuant to providing services pursuant to this Agreement.

37 //

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## **XVII. NONDISCRIMINATION**

### **A. EMPLOYMENT**

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this

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1 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to  
2 employees and applicants for employment.

3 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
4 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
5 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
6 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
7 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
8 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
9 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9,  
10 Division 4, Chapter 6, Article 1 (§10800, et seq.), of the California Code of Regulations; and Title II of  
11 the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all  
12 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state  
13 law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
14 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
15 or more of the factors identified above:

- 16 1. Denying a client or potential client any service, benefit, or accommodation.
- 17 2. Providing any service or benefit to a client which is different or is provided in a different  
18 manner or at a different time from that provided to other clients.
- 19 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
20 others receiving any service or benefit.
- 21 4. Treating a client differently from others in satisfying any admission requirement or  
22 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
23 any service or benefit.
- 24 5. Assignment of times or places for the provision of services.

25 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients  
26 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all complaints  
27 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
28 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

29 1. Whenever possible, problems shall be resolved informally and at the point of service.  
30 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to  
31 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
32 CONTRACTOR either orally or in writing.

33 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
34 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended

(42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

#### **XVIII. NOTICES**

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by Email; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

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1                   **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

2           A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
3 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve  
4 clients or occur in the normal course of business.

5           B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
6 of any applicable public event or meeting. The notification must include the date, time, duration,  
7 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
8 must be approved by ADMINISTRATOR prior to distribution.

9  
10                   **XX. RECORDS MANAGEMENT AND MAINTENANCE**

11          A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
12 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
13 accordance with this Agreement and all applicable requirements.

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

16          C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
17 preparation, and confidentiality of records related to participant, client and/or patient records are met at  
18 all times.

19          D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
20 commencement of the contract, unless a longer period is required due to legal proceedings such as  
21 litigations and/or settlement of claims.

22          E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
23 billings, and revenues available at one (1) location within the limits of the County of Orange.

24          F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
25 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
26 CONTRACTOR.

27          G. CONTRACTOR may be required to retain all records involving litigation proceedings and  
28 settlement of claims for a longer term as directed by ADMINISTRATOR.

29          H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
30 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR  
31 all information that is requested by the PRA request.

32  
33                   **XXI. RESEARCH AND PUBLICATION**

34          CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,  
35 or developed, as a result of this Agreement for the purpose of personal or professional research, or for  
36 publication.

37    //

**XXII. SEVERABILITY**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

**XXIII. SPECIAL PROVISIONS**

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

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#### XXIV. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

## XXV. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

## XXVI. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30), calendar days' written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.

1           4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
2 required pursuant to this Agreement.

3           5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
4 Agreement.

5           6. The continued incapacity of any physician or licensed person to perform duties required  
6 pursuant to this Agreement.

7           7. Unethical conduct or malpractice by any physician or licensed person providing services  
8 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
9 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
10 Agreement.

11           D. CONTINGENT FUNDING

12           1. Any obligation of COUNTY under this Agreement is contingent upon the following:

13           a. The continued availability of federal, state and county funds for reimbursement of  
14 COUNTY's expenditures, and

15           b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
16 approved by the Board of Supervisors.

17           2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
18 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given  
19 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
20 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

21           E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
22 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
23 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
24 term of the Agreement.

25           F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.  
26 above, CONTRACTOR shall do the following:

27           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
28 is consistent with recognized standards of quality care and prudent business practice.

29           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
30 performance during the remaining contract term.

31           3. Until the date of termination, continue to provide the same level of service required by this  
32 Agreement.

33           4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
34 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
35 orderly transfer.

36           5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
37 client's best interests.



1           6. If records are to be transferred to COUNTY, pack and label such records in accordance with  
2 directions provided by ADMINISTRATOR.

3           7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
4 supplies purchased with funds provided by COUNTY.

5           8. To the extent services are terminated, cancel outstanding commitments covering the  
6 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
7 commitments which relate to personal services. With respect to these canceled commitments,  
8 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
9 arising out of such cancellation of commitment which shall be subject to written approval of  
10 ADMINISTRATOR.

11           G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
12 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 13 14                           **XXVII. THIRD PARTY BENEFICIARY**

15           Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
16 including, but not limited to, any subcontractors or any clients provided services pursuant to this  
17 Agreement.

#### 18 19                           **XXVIII. WAIVER OF DEFAULT OR BREACH**

20           Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
22 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
23 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
24 Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
2 State of California.

3  
4 SANTA ANA UNIFIED SCHOOL DISTRICT

5  
6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11  
12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

13  
14 TITLE: \_\_\_\_\_

15  
16  
17  
18 COUNTY OF ORANGE

19  
20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

23  
24  
25  
26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30  
31 BY:  \_\_\_\_\_ DATED: 10/18/2016  
32 DEPUTY

33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors  
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
NUTRITION SERVICES/NUTRITION EDUCATION AND  
OBESITY PREVENTION (NEOP) PROGRAM SERVICES  
COUNTY OF ORANGE  
AND  
SANTA ANA UNIFIED SCHOOL DISTRICT  
NOVEMBER 1, 2016 THROUGH SEPTEMBER 30, 2017

CONTRACTOR agrees to provide the following Nutrition Services/Nutrition Education and Obesity Prevention (NEOP) Program Services pursuant to the terms and conditions specified in this Agreement for provision of such services by and between COUNTY and CONTRACTOR dated November 1, 2016 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Nutrition Education Classes as specified in Exhibit C

X

Nutrition Education Events as specified in Exhibit D

Rethink Your Drink as specified in Exhibit E

Peer Educators as specified in Exhibit F

School and Afterschool Programs as specified in Exhibit G

Youth Engagement as specified in Exhibit H

Early Childhood Development as specified in Exhibit I

Faith-Based as specified in Exhibit J

This Exhibit A, Exhibit B, and the exhibit(s) selected above for which CONTRACTOR agrees to provide services for under their Agreement shall be attached.

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
NUTRITION SERVICES/NUTRITION EDUCATION AND  
OBESITY PREVENTION (NEOP) PROGRAM SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
SANTA ANA UNIFIED SCHOOL DISTRICT  
NOVEMBER 1, 2016 THROUGH SEPTEMBER 30, 2017

**I. DEFINITIONS**

A. CalFresh means the name used in California for the USDA's SNAP, formerly known as Food Stamps.

B. Direct Education means interventions where a participant is actively engaged in the learning process with an educator and/or interactive media. Direct education is at least 15 minutes and data such as CalFresh participation status, age, gender, and race/ethnicity is collected for each participant. Direct education includes a nutrition education class, but does not include, for example, attending a health fair or hearing an advertisement promoting the health benefits of vegetables on the radio. Subgrantees are required to implement curricula in their entirety, without omitting any lessons or other material unless it is described as optional and training materials and lesson plans provided with curricula are implemented as intended.

C. Early Childhood Development Services provides training and technical assistance to qualifying licensed early-childhood care and education sites to facilitate nutrition education and obesity prevention strategies that will result in healthy site changes.

D. Environmental Support Strategy means efforts made to improve access to and create appeal for improved dietary and physical activity choices in settings where nutrition education is being provided.

E. Faith Based Services engages faith-based sites to implement culturally relevant nutrition education physical activity and promotion to reach SNAP-Ed-eligible individuals, and to influence organizational and systems changes in the faith-based community.

F. Indirect Education means the distribution of information and resources, including any mass communications, public events, and materials distribution that DO NOT meet the definitions of Direct Education. Information on the number of individuals reached and their demographics would be estimated.

G. NEOP-OC means the abbreviated name given to the services provided by the California Department of Public Health Nutrition Education and Obesity Prevention Program awarded to the Orange County local health department to implement the Supplemental Nutrition Assistance Program-Education project.

H. Nutrition Education and Obesity Prevention means activities aimed at improving nutritional habits and decreasing the risk for obesity, and may be abbreviated as NEOP.

I. Nutrition Education Classes Services provides evidence-based direct nutrition education classes designed to increase consumption of healthy foods and improve self-efficacy to promote change at the individual, family and organizational level.

J. Nutrition Education Events Services provides nutrition education/obesity prevention activities conducted at health fairs, food assistance programs, and other NEOP-qualifying sites. Activities may include brief education sessions, display booths, materials distribution, and food demonstrations.

K. Peer Educators Services uses SNAP-Ed eligible members in the community as peer educators to conduct NEOP-developed nutrition education and obesity prevention classes that promote food security, and individual, family, and organizational change.

L. Rethink Your Drink Services provides evidence-based nutrition education activities designed to increase consumption of healthy beverages and activities that support environmental changes.

M. School and After School Services provides training and technical assistance to qualifying schools and after school/extended break programs to facilitate nutrition education, physical activity opportunities, and wellness and social marketing strategies that will result in healthy site changes and increase access to and consumption of healthy foods and beverages among children in kindergarten through 12th grade and their parents or caregivers.

N. SNAP-Ed eligible means client meets criteria used for determining the target audiences that may be served using SNAP-Ed funds, as outlined in the USDA, Food and Nutrition Services, SNAP-Ed Plan Guidance for the most current Federal Fiscal Year.

O. State means California Department of Public Health, Nutrition Education and Obesity Prevention Program Branch.

P. Youth Engagement Services conducts a project with SNAP-Ed eligible youth ages twelve (12) through eighteen (18) years, by recruiting team(s) to engage in leadership, critical thinking, problem solving, and community-based research to address an identified issue related to consumption of and access to healthy foods/beverages, and physical activity opportunities in their environment, and implement solutions applying public health approaches.

## **II. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION**

A. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

CFDA Year: 2016

CFDA No.: 10.561

Program Title: State Administrative

Grants for the Supplemental Nutrition Assistance Program CA

1 Federal Agency: Department of Agriculture/Food and Nutrition Service  
2 Award Name: The Nutrition Education and Obesity Prevention Program  
3 Amount: \$3,000,000 (aggregate amount)  
4

5 B. CONTRACTOR may be required to have an audit conducted in accordance with  
6 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR  
7 shall be responsible for complying with any federal audit requirements within the reporting period  
8 specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

9 C. ADMINISTRATOR may revise the CFDA information listed above, and shall notify  
10 CONTRACTOR in writing of said revisions.  
11

### 12 III. PAYMENTS

13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing  
14 services described hereunder, less revenues which are actually received by CONTRACTOR. All  
15 payments are interim payments only and are subject to Final Settlement in accordance with the Cost  
16 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of  
17 providing the services; hereunder provided, however, the total of such payments does not exceed  
18 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are  
19 reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its  
20 discretion, pay supplemental billings for any month for which the interim payment amount specified  
21 above has not been fully paid.

22 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure Report,  
23 which shall have other information including but not limited to, staffing, units of service, and any other  
24 information requested by ADMINISTRATOR, as specified in the Reports Paragraph of this Exhibit B to  
25 the Agreement. ADMINISTRATOR shall use the Expenditure Report to determine payment to  
26 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

27 2. If, at any time, CONTRACTOR's Expenditure Reports indicate that the monthly interim  
28 payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY  
29 payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date  
30 interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by  
31 CONTRACTOR.

32 3. If, at any time, CONTRACTOR's Expenditure Reports indicate that the interim payment  
33 amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a  
34 supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-  
35 to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by  
36 CONTRACTOR.

37 //

1 B. CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and  
2 provide such information, including all supportive documentation, as is required by  
3 ADMINISTRATOR. Billings are due by the twentieth (20th) calendar day of each month following the  
4 month in which services were performed under the Agreement. Invoices received after the due date may  
5 not be paid within the same month. COUNTY should release payments to CONTRACTOR no later  
6 than twenty-one (21) business days after receipt of the correctly completed billing form.

7 C. All billings to COUNTY shall be supported at CONTRACTOR's facility, by source  
8 documentation including, but are not limited to, ledgers, books, vouchers, journals, time sheets,  
9 bi-weekly time logs, payrolls, appointment schedules, Client data cards, schedules for allocating costs,  
10 invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.  
11 ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the monthly  
12 billing.

13 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a  
14 part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

15 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
16 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or  
17 specifically agreed upon in a subsequent Agreement.

18 F. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the  
19 Payments Paragraph of this Exhibit B to the Agreement.

#### 20 21 **IV. RECORDS**

22 A. ACTIVITY RECORDS – CONTRACTOR shall maintain adequate records of its services  
23 provided in sufficient detail to permit an evaluation of services.

24 B. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
25 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the  
26 type of service for which payment is claimed. Any apportionment of or distribution of costs, including  
27 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall  
28 be made in accordance with generally accepted principles of accounting.

#### 29 30 **V. REPORTS**

31 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial  
32 and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's  
33 activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the  
34 information requested and allow thirty (30) days for CONTRACTOR to respond.

35 B. CONTRACTOR shall submit monthly reports to ADMINISTRATOR. These reports shall be  
36 due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of each  
37 month reported, unless otherwise agreed to in writing by ADMINISTRATOR.

1           1. Monthly reports, submitted with CONTRACTOR's billings, which shall include, at a  
2 minimum, the number of activities and contacts achieved and number of staff hours worked, but not be  
3 limited to the following unless otherwise agreed to in writing by ADMINISTRATOR.

4           2. CONTRACTOR shall electronically submit a monthly expenditure report to  
5 ADMINISTRATOR and designated COUNTY staff, in support of the monthly invoice. These reports  
6 shall be on a form provided or approved by ADMINISTRATOR, and shall include the units of service  
7 provided and actual costs for each of CONTRACTOR's program(s) or cost center(s) described in the  
8 Services paragraph of this Exhibit B to the Agreement. Reports are due to ADMINISTRATOR no later  
9 than the twentieth (20th) calendar day of the month following the month in which services were  
10 performed under the Agreement, unless otherwise agreed to in writing by ADMINISTRATOR.

11           3. CONTRACTOR shall submit quarterly, year-end projection reports to ADMINISTRATOR.  
12 These reports shall be on a form approved or provided by ADMINISTRATOR and shall include, but not  
13 be limited to, anticipated year-end actual costs and revenue for CONTRACTOR's program(s) or cost  
14 center(s) described in the Services Paragraph of this Exhibit B to the Agreement. Said projection reports  
15 shall be submitted by January 10, 2017, April 10, 2017, and July 10, 2017 unless otherwise agreed to in  
16 writing by ADMINISTRATOR.

17           4. CONTRACTOR shall submit a monthly staffing report to ADMINISTRATOR and  
18 designated COUNTY staff, in support of the monthly invoice. These reports shall be on a form provided  
19 or approved by ADMINISTRATOR, and shall include, but not be limited to, employees' names,  
20 positions, and actual hours worked, and when and which staff have taken Compliance Training in  
21 accordance with the Compliance Paragraph of the Agreement. Reports are due to ADMINISTRATOR  
22 no later than the twentieth (20th) calendar day following the end of the month being reported, unless  
23 otherwise agreed to in writing by ADMINISTRATOR.

24           5. Periodic programmatic reports on forms provided or approved by ADMINISTRATOR,  
25 which shall include, a description of CONTRACTOR's progress in implementing the provisions of this  
26 Agreement; any pertinent facts or interim findings; staff changes; and status of licenses and/or  
27 certifications. CONTRACTOR shall report on whether or not it is progressing satisfactorily in  
28 achieving all the terms of the Agreement, and if not, shall specify what steps will be taken to achieve  
29 satisfactory progress. These periodic programmatic reports shall be submitted according to the timeline  
30 specified by ADMINISTRATOR.

31           6. CONTRACTOR shall submit semi-annual summary report of implementation of project to  
32 ADMINISTRATOR. Summary reports shall provide an overview of all activities conducted in the  
33 project. Activities described under this report must be approved by ADMINISTRATOR prior to project  
34 implementation. Reports shall be on forms provided or approved by ADMINISTRATOR and are due to  
35 ADMINISTRATOR on April 5, 2017 and September 30, 2017 or according to the timeline specified by  
36 the ADMINISTRATOR.

37 //



1 C. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by  
2 ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.  
3 ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30)  
4 calendar days for CONTRACTOR to respond.

5 D. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the  
6 Reports Paragraph of this Exhibit B to the Agreement.

## 7 8 VI. SERVICES

9 A. CONTRACTOR shall provide NEOP-OC services to improve the likelihood that persons  
10 eligible for SNAP will make healthy food choices within a limited budget and choose physically active  
11 lifestyles consistent with the current Dietary Guidelines for Americans and USDA food guidance.  
12 CONTRACTOR shall focus on the following key behavioral outcomes in order to magnify the impact of  
13 NEOP-OC:

14 1. Make half your plate fruits and vegetables, at least half your grains whole grains, and switch  
15 to fat-free or low-fat milk and milk products;

16 2. Increase physical activity and reduce time spent in sedentary behaviors as part of a healthy  
17 lifestyle; and,

18 3. Maintain appropriate calorie balance during each stage of life - childhood, adolescence,  
19 adulthood, pregnancy and breastfeeding, and older age.

20 B. CONTRACTOR shall use an evidence-based approach for nutrition education and obesity  
21 prevention, defined as the integration of the best research evidence with the best available practice-based  
22 evidence. The best research evidence refers to relevant rigorous nutrition and public health nutrition  
23 research including systematically reviewed scientific evidence. Practice-based evidence refers to case  
24 studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate  
25 obesity prevention potential. Evidence may be related to obesity prevention target areas, intervention  
26 strategies, and/or specific interventions. All efforts must be reviewed and approved by the  
27 ADMINISTRATOR prior to implementation.

28 C. CONTRACTOR shall ensure attendance at County and NEOP sponsored meetings, trainings  
29 and conferences which shall be pre-approved by ADMINISTRATOR and comply with the NEOP  
30 Guidelines Manual and any updates from the NEOP. CONTRACTOR shall use NEOP approved  
31 materials for classes and activities that support the USDA Dietary Guidelines, report community  
32 changes directly influenced by SNAP-Ed interventions, participate in ongoing local activities that  
33 support the NEOP's statewide social marketing campaigns, and provide nutrition education resources to  
34 local programs. CONTRACTOR shall be required to complete a Project Synopsis which shall include  
35 the Income Targeting Data Source for populations served with allocated funds. All CONTRACTORS  
36 are required to conduct program approved formative, process and outcome evaluation on a minimum of  
37 10% of participants served. In addition, any CONTRACTOR conducting direct education and receiving

1 more than \$350,000 per year must conduct an Impact and Outcome Evaluation in coordination with  
2 ADMINISTRATOR to formally assess the effectiveness of their nutrition efforts.

3 D. PERSONS TO BE SERVED – CONTRACTOR shall provide services to SNAP eligible  
4 participants and potential SNAP eligible participants who have incomes at or below one hundred eighty-  
5 five percent (185%) of the federal poverty level (FPL) living in Orange County. CONTRACTOR shall  
6 obtain approval from the ADMINISTRATOR for the designated sites where services will be provided to  
7 ensure the target population is being reached. The methods used to qualify the proposed sites include:

8 1. Sites located in a census tract where at least fifty percent (50%) of the target audience is at  
9 or below one hundred eighty-five percent (185%) of the federal poverty level. Bidders may qualify sites  
10 based on all races in the census tract or by racial/ethnic specific data.

11 2. Sites considered as means tested programs that are eligible for SNAP-Ed services.

12 3. School sites with at least fifty percent (50%) of the students receiving free or reduced price  
13 meals.

14 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
15 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of  
16 this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to  
17 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,  
18 or religious belief.

19 F. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a  
20 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
21 shall maintain documentation of such efforts which may include, but not be limited to: records of  
22 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
23 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of  
24 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

25 G. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the  
26 Services Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
NUTRITION SERVICES/NUTRITION EDUCATION AND  
OBESITY PREVENTION (NEOP) PROGRAM SERVICES  
COUNTY OF ORANGE  
AND  
SANTA ANA UNIFIED SCHOOL DISTRICT  
NOVEMBER 1, 2016 THROUGH SEPTEMBER 30, 2017

**I. SERVICES TO BE PROVIDED**

CONTRACTOR agrees to provide ADMINISTRATOR approved Nutrition Education Classes services as identified in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph II. below.

**II. NUTRITION EDUCATION CLASSES SERVICES**

A. CONTRACTOR shall provide evidence-based direct nutrition education classes designed to increase consumption of healthy foods and improve self-efficacy to promote change at the individual, family, and organizational level.

B. CONTRACTOR shall assess the attitudes, knowledge, belief, and skills of the target audience related to nutrition education and develop a plan of action. Specifically focus on increasing access and consumption of healthy foods, MyPlate, the USDA Dietary Guidelines and needs of the target population.

C. CONTRACTOR shall make preparations for conducting a minimum of 192 nutrition education classes that are linguistically and culturally appropriate. Each class will include skill-based lessons / activities, such as label reading, food preparation activities, etc. Each class will only use NEOP-approved materials and follow the USDA Dietary Guidelines. Preparations may include:

1. Organizing materials
2. Selecting class assessment/evaluation surveys
3. Purchasing food samples

D. CONTRACTOR shall conduct or train staff to conduct nutrition education classes as needed. Food demonstrations and taste tests may only be conducted by staff with ServSafe certification.

E. CONTRACTOR shall recruit participants for classes, with special efforts made to reach individuals at higher risk for obesity and nutrition-related concerns.

F. CONTRACTOR shall conduct a minimum of 192 nutrition education classes that are linguistically and culturally appropriate to reach a minimum of 1,620 SNAP-Ed-eligible individuals and collect and record participant data cards or other participant qualifying information.

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G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of service, timelines, and training requirements specified in the Services Paragraph of Exhibit C to the Agreement.

### III. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B to the Agreement and the following budgets, which are set forth for informational purposes only.

#### ADMINISTRATIVE COSTS

Salaries	\$ 6,033.58
Benefits	2,289.13
Services and Supplies	0.00
Subcontracts	0.00
Indirect Costs	<u>3,072.42</u>
<b>SUBTOTAL ADMINISTRATIVE COSTS</b>	<b>\$11,395.13</b>

#### PROGRAM COSTS

Salaries	\$50,192.30
Benefits	14,610.21
Services and Supplies	3,685.36
Subcontracts	<u>0.00</u>
<b>SUBTOTAL PROGRAM COSTS</b>	<b>\$68,487.87</b>

IMPACT & OUTCOME EVALUATION	\$0.00
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TOTAL GROSS COSTs	\$79,883.00
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TOTAL MAXIMUM OBLIGATION	\$79,883.00
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B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain

1 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)  
2 may result in disallowance of those costs.

3 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
4 Paragraph of this Exhibit C to the Agreement.

#### 6 IV. STAFFING

7 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time  
8 Equivalents (FTEs), which shall be equal to an average of forty (40) hours worked per week:

10 ADMINISTRATIVE STAFF	FTEs
11 Office Manager/Secretary	0.1500
12 SUBTOTAL FTEs	<u>0.1500</u>
13	
14 PROGRAM STAFF	
15 Office Manager/Secretary	0.8500
16 Teacher 1	0.1667
17 Teacher 2	0.2039
18 Teacher 3	<u>0.0058</u>
19 SUBTOTAL FTEs	1.2264
20	
21 TOTAL FTEs	1.3764

22  
23 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
24 any staffing vacancies that occur during the term of the Agreement.

25 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in  
26 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or  
27 external temporary staffing assignment requests that occur during the term of the Agreement.

28 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to  
29 support the performance of services pursuant to the Agreement.

30 E. CONTRACTOR shall maintain a time allocation system that will document the amounts  
31 charged to grant-supported projects for personnel services to ensure that staff is providing services under  
32 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and  
33 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work  
34 performed by the employee during the covered period.

35 F. CONTRACTOR may augment the above paid staff with trained volunteers. CONTRACTOR  
36 shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

37 //

1	G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2	Staffing Paragraph of this Exhibit C to the Agreement.
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**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Authorization to Amend the Agreement with Colbi Technologies

**ITEM:** Consent

**SUBMITTED BY:** Orin Williams, Assistant Superintendent Facilities and Governmental Relations

**PREPARED BY:** Andy Putney, Interim Director of Construction

**BACKGROUND INFORMATION:**

On June 7, 2016, the Board approved the Colbi Technologies (COLBI) agreement in the amount of \$10,000. The original contract provides financial software support to the Facilities Planning and Construction Accounting program.

**ITEM SUMMARY:**

- Amend agreement for Colbi Technologies Financial Software.
- Previous contract limits will be exceeded due to the increase construction program.
- Used to monitor/manage State Funds.

**RATIONALE:**

The purpose of this agenda item is to seek Board authorization to amend the agreement with Colbi Technologies. As SAUSD's construction program grew, the total volume of funds managed by the Colbi financial software increased. The increased volume of financial monitoring of construction projects through Colbi Technologies' accounting software exceeds the previously Board approved contract amount. To continue use of the financial software, an increase to the Colbi contract is needed.

**LCAP Goal 3:10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Fund 25 – Capital Facilities Fund: \$8,625

**RECOMMENDATION:**

Authorization to amend the agreement with Colbi Technologies.

**AMENDMENT NO. 1 TO  
ACCOUNT-ABILITY™ SOFTWARE SERVICES AGREEMENT  
EXECUTED JULY 1, 2016 ("Agreement")**

Colbi Technologies, Inc. ("Colbi"), and Santa Ana Unified School District ("District") in consideration of the promises made herein, agree to amend the Agreement as follows:

Whereas statements are amended by addition of the following:

Whereas the District has been managing contracts valued in excess of \$450,000,000.00 (four hundred fifty million dollars), effective July 1, 2016 the Annual Software Services Fee is revised to \$18,625 per year in accord with Colbi's Enterprise published price list,

Unless specifically changed by this amendment, all terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the District and Colbi, through their authorized representative, have executed the AMENDMENT NO. 1 as of the day and year first written above.

**Colbi Technologies, Inc.**

  
\_\_\_\_\_  
Larry Goshorn,  
President

**Santa Ana Unified School District**

\_\_\_\_\_  
Tina Douglas,  
Assistant Superintendent Business Services

\_\_\_\_\_  
October 20, 2016  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
01-0679534  
Tax ID#



## **Amendment # 1**

**Contract between Colbi Technologies and Santa Ana Unified School District for Facilities, original Board approval June 7, 2016, revised October 25, 2016.**

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**” and **Colbi Technologies** 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 on June 7, 2016 as follows:

1. **CONSULTANT:** Will perform same scope of work as original agreement.
2. **Term.** CONSULTANT shall commence providing services under this amended AGREEMENT on October 25, 2016 and will diligently perform as required and complete performance by June 30, 2017.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AMENDED AGREEMENT at total fee not to exceed \$18,625.

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 **25<sup>th</sup> Day of October 2016**.

DISTRICT:

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

Tina Douglas  
Assistant Superintendent,  
Business Services

10/25/2016  
\_\_\_\_\_  
Board Approval Date

CONSULTANT:

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

Larry Goshorn  
President, Colbi Technologies

## **Account-Ability™ Software Services Agreement**

This Software Services Agreement ("Agreement") is entered into on July 1, 2016 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12821 Newport Ave, Tustin, California 92780 ("Colbi"), and Santa Ana Unified School District, having its principal place of business at 1601 East Chestnut, Santa Ana, California 92701 ("District").

Whereas Colbi and District entered into an agreement on July 1, 2008 wherein Colbi provided Account-Ability software services in exchange for a license fee equal to one-tenth of one percent of the value of contracts managed by the software and an annual software support fee per Colbi's Standard published price list that is revised from time to time, and

Whereas Colbi and District did amend that agreement on July 29, 2012 to change the fee structure to the Colbi's Enterprise published price list which provides for unlimited management of contracts in exchange for an Annual Software Service fee, and

Whereas the July 29, 2012 amendment provided for a lump sum payment that has been paid and provided that the Annual Software Service fee would remain equal to the annual software support fee per Colbi's Standard published price list until such time that the total value of contracts managed by the District in the software exceed \$450,000,000.00 (four hundred fifty million dollars),

Now Therefore Colbi and District do enter into this Agreement which shall replace the previous agreement and amendment.

1. Software Services Provided by Colbi. During the Term of this Agreement, Colbi will provide Account-Ability software services ("Services") as set forth in Exhibit A.

2. District License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to District, and District accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi Intellectual Property included or embodied therein, in each case, solely for District's own internal business purposes, and subject to the terms and conditions of this Agreement. District's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services and the Account-Ability software application, including all related intellectual property rights. No rights are granted to the District hereunder other than as expressly set forth herein.

3. License to Host District Data. Subject to the terms and conditions of this Agreement, District grants Colbi a worldwide, limited-term license to host, copy, transmit and display District Data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to District Data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, District grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services. District authorizes Colbi to use District summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. District Responsibilities. District shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their Data and the means by which that Data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the Documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. District shall pay to Colbi all fees in accordance with the terms specified in

Exhibit A. All payments due hereunder are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of District. District agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments hereunder not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibit A, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. District acknowledges that there are risks inherent in Internet connectivity that could result in the loss of District data. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibit A, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Unless otherwise agreed, all services are performed "AS IS, AS AVAILABLE" basis.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of District or any third party beyond the 30-day backup period included in the Services, unless District purchases extended backup. District shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

#### 10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend District against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of Law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify District from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. District shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by District. District shall defend Colbi against any third-party claims arising out of (i) any actual or alleged District negligence, willful misconduct, or violation of Law, (ii) any breach by District of this Agreement, or (iii) any violation of District's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to District. District may settle, at its sole expense, any claim for which District is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing District Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give District

advance notice of a suspension, if possible.

## **12. Term and Termination**

**12.1 Term.** The initial term of this Agreement shall commence on the dates set forth in Exhibit A and shall continue until the first anniversary of the service commencement date ("Initial Term"). This Agreement will automatically extend at the end of the Initial Term for up to four successive one-year periods ("Renewal Term") unless either party gives written notice of its intention not to renew at least 30 days in advance.

**12.2 Termination of Agreement.** Colbi may terminate this Agreement prior to the expiration of the Term if District fails to pay any fee, charge or any other amount owed by District to Colbi within 15 days after Colbi notifies District that District is in default of this Agreement if District fails to cure the default within such 15-day period. District may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

**12.3 Effect of Termination or Expiration.** Upon the termination or expiration of this Agreement, all licensed rights granted to District under paragraph 2 pursuant to this Agreement shall terminate immediately unless the District has purchased an Archival Exit Plan for Account-Ability as described in Exhibit A prior to termination or expiration. Expiration or termination of this Agreement will not relieve District of its obligation to pay any fees or other payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement. The Customer has purchased an Archival Exit Plan for Account-Ability and notwithstanding anything to the contrary herein the terms and conditions of paragraphs 2, 3, 4 and 5 shall also survive and continue in full force and effect after expiration or termination of this Agreement for the life of Account-Ability software.

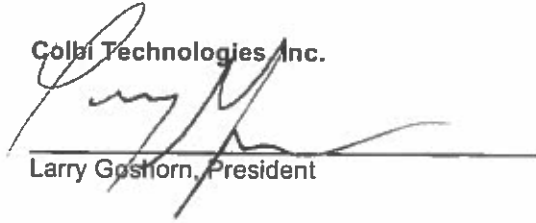
**13. Notices.** All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

**14. Force Majeure.** Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

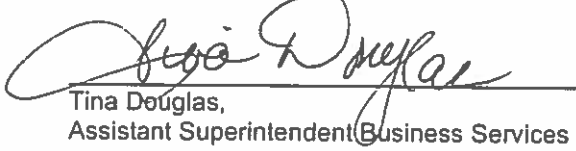
**15. General Provisions.** This Agreement, together with the exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.

  
Larry Goshorn, President

Santa Ana Unified School District

  
Tina Douglas,  
Assistant Superintendent Business Services

October 17, 2016

Date

Date

01-0679534

Federal I.D.#

## EXHIBIT A

### Account-Ability™ Software Services

During the term of this Agreement, Colbi will provide Account-Ability software services as described below. Services include the following:

#### **Initial Implementation of Account-Ability:** Account-Ability has previously been implemented

- Account-Ability™ has been configured to incorporate the District's account code structure and internal control processes for project budgeting development, contract award, modification, and payments.
- Colbi has previously provided management consulting and/or training
- Reimbursement for reasonable travel and lodging costs incurred to provide on-site services apply.

#### **License to Use the Software**

District may use Account-Ability software via the Internet. There is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of Users the District authorizes to use the software; *however, the number of Users logged into Account-Ability concurrently is restricted based on the Web Access Services as described below.*

#### **Annual Support Services**

- Application updates to Account-Ability.
- Live phone support during normal business hours (Pacific Standard Time)<sup>1</sup>.
  - Live on-screen support is provided when appropriate.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Twenty-four (24) hours of training are provided on an as requested basis each year<sup>2</sup>.
  - Customized to needs, typical training includes: new staff training, new software features, planning/budgeting, construction contract management, refresher training, etc.
- Thirty-two (32) hours of consulting services are provided on an as requested basis each year<sup>2</sup>.
- Colbi Technologies Spring and Fall Workshops
- Best Practice Advisories and Alerts

#### **Annual Web Access Services**

Internet access to Account-Ability will be provided to any computer meeting the required specifications when security login requirements are met. The Annual Software Fee provides for five (5) concurrent logins. Additional concurrent logins for Account-Ability may be added to at a cost of \$525 per added login per year.

- Account-Ability provided with a 99.9% uptime commitment, refer to Availability below.
- The District's data is backed-up nightly at the data center, and a redundant copy is encrypted and transmitted to another location for storage.
- Maintenance of servers, application software and database is scheduled for late evening on weekends, refer to Maintenance and Updates below for more details. District is notified in advance of any maintenance or updates occurring outside of scheduled maintenance windows.

#### **Account-Ability Archival Exit Plan:** Archival Exit Plan has been previously purchased

- Archival data provided in a Read-Only version of the Account-Ability software<sup>3</sup> ..... (see below)
- Advance Purchase of the Exit Plan<sup>3</sup> ..... Purchased Previously

<sup>1</sup> Excludes weekends and holidays.

<sup>2</sup> Reimbursement for reasonable travel and lodging may apply for services provided on-site, advance notice will be provided.

<sup>3</sup> District is provided web access, via a single secure login, to Account-Ability™ for read-only access to the Transaction module for the life of Account-Ability software. This enables the District to view all data and print reports as long as Account-Ability software is available as a commercial product. In addition, read-write access is provided to the Budget Development module. This provides full access to the financial planning tools for future building programs.

### **Fees for Services**

District will pay Colbi the following fees:

- Annual Software Service Fee for Account-Ability:
  - Until such time that the total value of contracts managed in the software exceed \$450,000,000.00 (four hundred fifty million dollars) ..... \$10,000 per year
  - Beginning July 1<sup>st</sup> following the time that the total value of contracts managed in the software exceed \$450,000,000.00 (four hundred fifty million dollars) ..... \$18,625 per year
- Additional Concurrent Logins (over 5): ..... \$525.00 per login per year

**Service Commencement Date:** July 1, 2016

### **Availability**

Colbi commits to 99.9% uptime and availability of Account-Ability software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

### **Classification and Resolution of Issues**

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Account-Ability software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues:** Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
  - Account-Ability software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
  - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
  - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
  - Provide (or remove) access for District authorized users, reset District account passwords, or unlock District accounts.
  - Emergency backup or backup restoration of District's Account-Ability database
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
  - Minor bug fixes.
  - An incident with little impact on data or user experience and can be handled on a scheduled basis.
  - Problems affecting small group of users.

### **Monitoring**

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.



### Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays<sup>4</sup>)
  - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM PST Monday - Friday, weekends, and holidays<sup>5</sup>
  - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

### Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to [aasupport@colbitech.com](mailto:aasupport@colbitech.com).
  - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours (PST).
  - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
  - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

### Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Account-Ability may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on District. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The District will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 <sup>st</sup> and 3 <sup>rd</sup> Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 <sup>rd</sup> Saturday 10PM Sat thru 10AM Sun PST

<sup>4</sup> Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday.

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Ratification of Amendment to Agreement with Parent Institute for Quality Education for Period of February 18 through April 21, 2016

**ITEM:** Consent

**SUBMITTED BY:** Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

**PREPARED BY:** David Haglund, Ed.D., Deputy Superintendent, CAO, Educational Services

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the ratification of an amendment to an agreement with Parent Institute for Quality Education (PIQE) on behalf of Wilson Elementary School for the period of February 18 through April 21, 2016.

**ITEM SUMMARY:**

- Agreement Starts: February 18, 2016
- Agreement Ends: April 21, 2016
- First amendment to agreement with PIQE and Wilson Elementary School for the 2015-16 school year

**RATIONALE:**

On February 9, 2016, the Board approved an agreement with PIQE and Wilson Elementary School for the 2015-16 school year. This amendment is to increase the amount of the original agreement for the additional participation of eight parents in the PIQE program.

LCAP Goal 1.2: "Implement progress monitoring assessments for all academic programs."

**FUNDING:**

Title I Site Funds: \$720.00

**RECOMMENDATION:**

Approve the ratification of amendment to agreement with Parent Institute for Quality Education for Period of February 18 through April 21, 2016.

## **Amendment # 1**

**Contract between Parent Institute for Quality Education and Santa Ana Unified School District for Wilson Elementary School, original Board approval 2/9/2016, revised 10/25/2016.**

This **AMENDMENT** 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 “**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 2/9/2016 as follows:

1. **CONSULTANT**: Will provide parenting training course for 8 additional parents.

2. **Term**. **CONSULTANT** shall commence providing services under this amended **AGREEMENT** on 2/18/2016 and will diligently perform as required and complete performance by 4/21/2016.

3. **Compensation**. **DISTRICT** agrees to pay the **CONSULTANT** for services satisfactorily rendered pursuant to this **AMENDED AGREEMENT** at total fee not to exceed \$6,120.

**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 26<sup>th</sup> Day of October, 2016.

DISTRICT:

By:

\_\_\_\_\_  
Signature

Tina Douglas

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

Assistant Superintendent, Business  
Services


\_\_\_\_\_  
Title

10/25/2016

\_\_\_\_\_  
Board Approval Date

CONSULTANT:

By:

  
\_\_\_\_\_  
Signature

Erika Gonzalez

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

Associate Director

\_\_\_\_\_  
Title

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Renewal Agreement between Angels Reviving Baseball in Inner-Cities League and Santa Ana Unified School District for November 1, 2016 through July 31, 2017**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

**PREPARED BY:**   **Jennifer Cisneros, Director, Extended Learning Programs**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the renewal agreement with Angels Reviving Baseball in Inner-Cities (RBI) League and the Santa Ana Unified School District for November 1, 2016 through July 31, 2017.

**ITEM SUMMARY:**

- Approval of 2<sup>nd</sup> year of Angels Reviving Baseball in Inner-Cities League for grades 6-8 students through the Engage 360° after-school program.

**RATIONALE:**

This agreement will offer the Angels RBI League program for grades 6-8 students who participate in the Engage 360° after-school program. Through the games, of baseball and softball, this program will produce a positive impact on the intermediate-level students while promoting the love of baseball and softball. Students will be exposed to character and life-skill development in an effort to encourage positive, healthy, and active-life choices. They will also learn the character traits of respect, sportsmanship, teamwork, and competition with honor. The Angels RBI League exists to provide the opportunity to play ball to students that would not otherwise have the opportunity to play.

LCAP goal 1.10: “Support extended learning opportunities for low income pupils by providing early childhood education, before and after school programs and tutoring, academic summer school programs, and transportation services.”

LCAP goal 2.11: “Establish partnerships that ensure student success.”

LCAP goal 3.5: “Ensure access for low-income pupils to the core instructional program by including, but not limited to, Positive Behavior Intervention and Supports (PBIS) training, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs.”

**FUNDING:**

No Fiscal Impact

**RECOMMENDATION:**

Approve the renewal agreement between the Angels Reviving Baseball in Inner-Cities League and the Santa Ana Unified School District for November 1, 2016 through July 31, 2017.

LP:JC:sz

## Reviving Baseball in Inner-Cities League (RBI)

### Program:

Engage 360° students participate in a three-part rotation: Homework Assistance, Enrichment, and Health & Wellness (Physical Education/Nutrition). The students who participate in the Angels RBI program will practice during their Health & Wellness rotation, during the Engage 360° program. All games will be held on Saturday's. It is the intent of the Extended Learning Department (Engage 360°) to provide administrative oversight of the Angels RBI program.

### Anticipated Costs of the Program (will vary based on the number of teams):

Expense Description	Amount	Comments
<b>*Personnel costs include:</b> <ul style="list-style-type: none"><li>Engage 360° Staff Salaries</li></ul>	\$ 25,920.00	The primary employee cost of this program will be covered with funds already budgeted through the ASES Grant for the after school program. There are no additional costs for Engage 360 staff to support this program during Engage 360.
<b>CPR Courses</b>	\$ 500.00	
<b>Transportation (3 days/6 busses)</b>	\$ 1,800.00	Transportation to baseball/softball clinics at the Angels Stadium and for the end of season banquet and Angels game.
<b>Custodial Support</b>	\$ 1,080.00	\$45.00 per hour x 2 = \$90.00 per Saturday (12 Saturdays)
<b>Total Estimated Cost</b>	\$ 29,100.00	

**\*Assumptions – Every Intermediate and K-8 School will have a baseball and softball team – 24 teams total will require 24 coaches. In 2015-16, there were only 14 teams and 14 coaches.**

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Angels RBI League, 1575 E. 17<sup>th</sup> Street, Santa Ana, CA 92705**) 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:** Offer the Angels RBI League program for grades 6-8 students who participate in the Engage 360° after-school program. Through the games, of baseball and softball, this program will produce a positive impact on the intermediate-level students while promoting the love of baseball and softball. Students will be exposed to character and life-skill development in an effort to encourage positive, healthy, and active-life choices. They will also learn the character traits of respect, sportsmanship, teamwork, and competition with honor. The Angels RBI League exists to provide the opportunity to play ball to students that would not otherwise have the opportunity to play.

**Services shall be provided by (Name of specific individual, if required).**

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **11/1/2016** and will diligently perform as required and complete performance by **7/31/2017**.

3. **Compensation:** DISTRICT agrees there is no cost to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT.



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. **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. **Reserved.**

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:** The DISTRICT agrees to hold the CONTRACTOR and all respective officers, directors, employees, volunteers and representatives harmless from all Bodily Injury and Property Damage caused by or related to the RBI Program.

CONTRACTOR agrees to hold the DISTRICT and all respective officers, directors, employees, volunteers and representatives harmless from all Bodily Injury and Property Damage caused by or related to the Angels RBI League Responsibilities.

13. **Insurance:** The DISTRICT agrees to name the CONTRACTOR as additional insured with minimum limit of \$1,000,000 Each Occurrence, General Aggregate and Products/Completed Operations Aggregate on their General Liability policy. The GC2010 11/85 edition additional insured endorsement must be attached to the certificate of insurance. The DISTRICT will provide written proof of such to the RBI Coordinator prior to the first game of the season. Failure to provide proof by the deadline will cause the DISTRICT and all teams representing the DISTRICT to be removed from the RBI Program for the season or until such proof is presented. The CONTRACTOR agrees to name the DISTRICT as additional insured with minimum limit of \$1,000,000 Each Occurrence, General Aggregate and Products/Completed Operations Aggregate on their General Liability policy. The GC2010 11/85 edition additional insured endorsement must be attached to the certificate of insurance.

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:**

**Angels RBI League  
1575 E. 17<sup>th</sup> Street  
Santa Ana, CA 92705**

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.

a. Exhibit A – Scope of Work and Resonsibilities

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>TH</sup> DAY OF OCTOBER, 2016.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

Tina Douglas

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

Assistant Superintendent, Business  
Services

\_\_\_\_\_  
Title

10/11/2016

\_\_\_\_\_  
Board Approval Date

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer Identification

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

\* Criminal Record Check (Fingerprint), may be applicable.

## Exhibit A

### Scope of Work and Responsibilities

- The SAUSD will assign a paid employee of the SAUSD to act as RBI Representative for the SAUSD and to serve as liaison between the SAUSD and the RBI Program. The RBI Representative will attend all meetings, trainings and other required activities and/or events of the RBI Program.
- The SAUSD will recruit all necessary coaches for their RBI teams. All coaches must have a general understanding of the mission and philosophy of youth development and the RBI Program, whether volunteer or staff.
- The SAUSD will have their RBI Representative and a minimum of one (1) coach per team attend the scheduled Mandatory Coach's Meeting (TBD) and Coach's Training (TBD). Any team not represented by a minimum of one (1) coach at the scheduled Meeting & Training may be removed from the 2017 season. It is recommended that SAUSD require all of their coaches to attend.
- All SAUSD staff, coaches and volunteers will be required to pass a background check conducted by the RBI Program. The RBI program will cover the fee associated with each background check it conducts. This background check will be in addition to any fingerprint and background policy applied by the SAUSD, including the SAUSD RAPTOR system. An individual's failure to pass or refusal to allow a background check will constitute an ineligible status and said individual will not be allowed to participate in the 2017 RBI Program.
- The SAUSD agrees to provide at least one CPR/First Aid certified person for each team at every team activity.
- The SAUSD agrees to provide (without charge) access to baseball and softball fields at the district sports complex and other district fields (as needed), from March – July, 2017.
- The SAUSD agrees to open the RBI Program to its members and place players on a team in the appropriate league division based solely upon age: Senior Boys ages 16-18, Senior Girls ages 16-18, Junior Boys ages 12-15, and Junior Girls ages 12-15, Jr, RBI age 10 – 12 (4<sup>th</sup> & 5<sup>th</sup> Grade)
- The SAUSD understands and agrees to follow the RBI Program CIF Player Eligibility Rule.
- The SAUSD agrees to turn in all necessary paperwork and reports on or before each specified deadline as requested by the RBI Program. Failure to do so may result in a Technical Forfeit and/or game suspension per each occurrence and could result in removal from the RBI Program for the balance of the season.
- The SAUSD will provide for each team a minimum of 10 completed Player Packages (**RBI Player Release Form, RBI Program Application & Medical Consent Form, Age Verification Document, two (2) digital photos for each player**), along with a completed **Team Roster Form** to the RBI Office by the deadline date (TBD).
- SAUSD Team Managers will complete the *Game Sign-In Form/Scoresheet* prior to the start of and during each game. This form must be emailed (everykid@angelsrbi.org) by the proceeding Monday after each Saturday game date.



- The SAUSD agrees to follow all RBI Program rules & regulations, code of ethics, league philosophy, game procedures, and take responsibility for educating all its players and coaches as to the RBI Program policies and rules. Failure to do so may result in a Technical Forfeit and/or game suspension per each occurrence and could result in removal from the RBI Program for the balance of the season.
- The SAUSD and its staff, coaches, volunteers and players will display good sportsmanship at all times when participating in the RBI Program. Failure to comply will subject the individual(s) to disciplinary action set forth by the Angels RBI League Board of Directors.
- The SAUSD agrees to abide by all decisions delivered by the Angels RBI League Rules Committee regarding game protests, violations in the RBI Program rules & regulations, code of ethics, league philosophy and game procedures.
- The SAUSD agrees to bring any concerns or grievances directly to the RBI Coordinator within 24 hours of incident.
- The SAUSD agrees to contact both the RBI Coordinator and the opposing team's RBI representative immediately as soon as the need to forfeit a game is known. Failure to submit proper notice (minimum 36 hrs.) to the RBI Coordinator may result in a Technical Forfeit.
- The SAUSD agrees to abide by the Equipment/Uniform Agreement Form. Any violation of this agreement will result in a charge to the SAUSD to replace said uniform(s) and equipment. This charge must be paid before the SAUSD will be allowed to participate in the RBI Program.
- The SAUSD agrees to coordinate arrival and dismissal expectations (or procedures, either one) to and from all games, practices and RBI related events for its players.
- The SAUSD agrees to provide all daily, general, routine maintenance and/or repair of SAUSD fields and facilities to be used for the purpose of RBI activities.
- The SAUSD agrees that each RBI Player on a team roster will participate in the Breaking Barriers Essay exercise as required by the RBI Program. Failure to submit essay by specified deadlines may result in a Technical Forfeit and/or game suspension for each occurrence and could result in removal from the RBI Program for the balance of the season.

**The Angels RBI League agrees to the following (collectively, the “Angels RBI League Responsibilities”):**

- To administrate and manage the RBI Program.
- Provide dates/locations for field use through the SAUSD request for field use process.
- Serve as the liaison between the RBI Program, Angels Baseball and the Angels Baseball Foundation.
- Facilitate meetings, trainings, coordinate and annually evaluate the RBI Program.
- Communicate in a timely and effective manner with all RBI Representatives regarding meetings, games schedules, policies, etc.
- Provide an Angels RBI League Rules Committee of knowledgeable and unbiased individuals to

serve as arbitrator for all league disputes, violations and disciplinary actions.

- Provide skill clinics and training sessions for the development of staff, coaches, volunteers and players.
- Provide a schedule of all season and post season games and tournament play.
- Provide umpires for each game scheduled by the RBI Program.
- Provide pre-game preparation of SAUSD fields to be used for RBI games.
- Provide each team with a sufficient supply of uniforms and equipment.
- Provide a post-season award event.
- Oversee marketing and PR of the RBI Program.

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Ratification of Agreement with Equal Opportunity Schools and Santa Ana Unified School District for 2016-18 School Years

**ITEM:** Consent

**SUBMITTED BY:** Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

**PREPARED BY:** Edward Winchester, J.D., M.Ed., Executive Director, Secondary Education

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the ratification of an agreement with Equal Opportunity Schools for the 2016-18 school years. In the third year of collaboration between Equal Opportunity Schools (EOS) and SAUSD, the intent of this partnership is to increase participation in Advanced Placement (AP) courses and student success on AP examinations. The research shows that success in AP courses and passing AP tests are key indicators in determining a student's chance of success in college and careers. The EOS has a strong record of success in providing school districts with tools and guidance to help achieve these goals.

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"> <li>• Agreement Start: July 1, 2016</li> <li>• Agreement Ends: June 30, 2018</li> <li>• Partnership will serve Century, Saddleback, Santa Ana, and Valley high schools</li> </ul>



**RATIONALE:**

In the 2015-16 school year of the partnership, SAUSD has succeeded in increasing enrollment by 438 students in AP courses taking 705 more exams at Century, Saddleback, Santa Ana, and Valley high schools. The task in the third year is to continue to encourage students to take AP courses, offer support to ensure success, and monitor the success after they take their AP exams, so that we see growth in exam success, similar to what we've seen with enrollment.

LCAP Goal 1.6: Provide equity of access to Advanced Placement course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program.

**FUNDING:**

Discretionary Site Funds: \$43,000

**RECOMMENDATION:**

Approve the ratification of agreement with Equal Opportunity Schools and Santa Ana Unified School District for the 2016-18 school years.

LP:EW:mo

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Equal Opportunity Schools, 130 Nickerson Street, Suite 200, Seattle, WA 98109**) 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:** Ensure that all students have the opportunity to succeed in challenging high school courses. Focus on Challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college competition. Help school leaders find and upgrade students who could benefit from taking Advanced Placement of International Baccalaureate courses (“AP/IB”), but are not yet enrolled in AP/IB for reasons related to race or socioeconomics.

**Services shall be provided by (Name of specific individual, if required).**

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2016** and will diligently perform as required and complete performance by **6/30/2018**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Forty-Three Thousand Dollars (\$43,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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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. **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. **Reserved.**

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.

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:**

**Equal Opportunity School  
130 Nickerson Street, Suite 200  
Seattle, WA 98109**

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.

a. Scope of Work and Responsibilities

THIS AGREEMENT IS ENTERED INTO THIS 26<sup>TH</sup> DAY OF OCTOBER, 2016.

DISTRICT:

CONTRACTOR:

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

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business

Services

Title

10/25/2016

Board Approval Date

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

Signature

Charles E Wright, Jr.

Printed Name

President

Title

37+609659

Social Security or Taxpayer Identification

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

\* Criminal Record Check (Fingerprint), may be applicable.

## Exhibit A

### Scope of Work and Responsibilities

#### COLLABORATING PARTIES

##### **Equal Opportunity Schools (EOS)**

- Our mission is to ensure that all students have the opportunity to succeed in challenging high school courses. We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion.
- We are experts in helping school leaders find and upgrade students who could benefit from taking Advanced Placement or International Baccalaureate courses ("AP/IB"), but are not yet enrolled in AP/IB for reasons related to race or socioeconomic ("Missing Students").

**SANTA ANA UNIFIED School District** (the "District") is committed to improving the quality of educational opportunity and achievement for its students and in collaboration with EOS has made significant progress in finding Missing Students in prior school years.

#### COLLABORATION OBJECTIVES AND RECITALS

1. **Fully close (or maintain closure of) race and income enrollment gaps in AP/IB**, as measured by equally high AP/IB participation rates for Latino, African-American and low-income students as compared to their peers.
2. **Raise AP/IB performance**, as measured by AP/IB exam passing.
3. Develop systems and structures to ensure that the district can sustain and improve upon these results in future years, **catalyzing a higher sense of what's possible** for Missing Students, and enabling the District's work to increase college readiness and close opportunity and achievement gaps.

#### COLLABORATION OVERVIEW

EOS will provide the following set of tools and supports to the District as delineated in the Cost & Payments section below.

##### **1. Strengthen Access & Belonging Package: Tools & Supports**

**Tools:** The following are the set of tools that the District and its schools can access through EOS continuing services offering.

Student & Staff Survey	The Fall student and staff surveys serve as our seminal data collection tool and are required for the creation of most EOS products, including outreach and recruitment lists and Student Insights cards. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems. Survey data will be incorporated into the Student- at-a-Glance and Student Lists tools. EOS will also provide schools with the raw survey data.
Asset Activation Interventions	Delivered through the Fall student and staff surveys, EOS has developed a set of questions and online activities that are proven to activate assets shown to improve student academic performance. EOS will remotely manage the administration of these questions and online activities.
Equity Pathway Report	EOS will provide schools with the Equity Pathways Report, an analysis of the comprehensive student and staff survey responses combined with recommendations on sustaining equity and access in AP/IB coursework.
Student Insight Cards	EOS will provide schools with a Students Insight Cards for all targeted students. SICs are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and staff advocates.
Outreach Lists	The Outreach List contains students identified through EOS's proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Capacity & Outreach Planning Analysis	EOS will provide a view of each AP/ IB course to identify which courses have capacity forenrollment and which courses may be the best fit for first time AP/IB students.
Evaluation Tools	EOS will provide a variety of evaluation tools, including : (a) Data visuals of your school's AP/IB access reality compared to access for the 2014-15 school year, (b) Gaps Charts showing enrollment for 11th and 12th graders by race and segment, and (c) Equity Bars capturing the rate at which underrepresented students enroll in AP/IB coursework relative to benchmark students .
Quarter/semester AP/IB Grade Analysis	EOS will analyze and present corresponding data visuals that compare quarter and semester grade performance to prior year quarter and semester grade performance in AP/ IB courses.

AP/ IB Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).
AP/ IB Experience Survey Analysis and Recommendations	EOS will remotely manage the AP/IB experience surveys to uncover the AP/ IB experience after the initial EOS partnership year. Analysis provides strength areas and recommendations to improve the AP/IB experience.

**Supports:** The following are the set of EOS supports that will accompany the above described tools so that school partners are able to get the most out of these resources.

Monthly Live Webinars	EOS will host monthly live webinars to support successful implementation of these continued services. Topics will vary each month.
Process Management Support	An EOS staff member will monitor and track progress. They will connect with appointed district/school contacts on a regular basis to ensure the partnership is on track.
Monthly Check-Ins with Assigned Year-Two Partnership Director	Dedicated EOS staff will provide personalized remote coaching on how to best sustain access and success in AP/IB coursework.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership. There is no limit on the amount of phone and email support.

## 2. Customized Coaching and Support

All-inclusive 1-day site visit(s) Example Support Topics:

- Leadership coaching and support for Principals and/or district leadership
- Coaching on uses and strategies for the products in the EOS Tools Package
- Support in utilizing the Dynamics Report for actionable planning
- On-site presentation of Dynamics Report or Student Follow-Up survey analysis
- Customized data analyses for the Dynamics Report or Follow-Up Student Survey
- Leading student and/or staff focus groups with a report detailing the findings

## Tools and Support by Package

		CONTINUE ACCESS	STRENGTHEN ACCESS & BELONGING
Tools& Resources	AP Experience Survey Analysis and Recs		./
	Comprehensive Student/Staff Surveys	./	./
	Asset Activation Interventions	./	./
	Equity Pathways Report		./
	Student Insight Card	./	./
	Outreach List	./	./
	Outreach and Enrollment Tracking	./	./
	Capacity & Outreach Planning	./	./
	Evaluation Tools	./	./
	Quarter/semester AP/18 Grade Analysis	./	./
	AP/IB Exam Analysis	./	./
Support	Monthly live webinars	./	./
	Process <b>management</b> support	./	./
	Monthly check-ins with assigned Year-2 Partnership Director		./
	Phone support	5 hours	10 hours
	Email support	Unlimited	Unlimited
Consulting	On-site partnership director, travel included	\$2,500/ day	\$2,500 / day



## **Confidential Information**

The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit A below with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator.

### **Definition**

The term "Confidential Information" shall mean any and all personally identifiable student or parent information from District education records provided by District to EOS, in any medium.

### **Acknowledgement of Applicable Law**

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99, and may also be subject to state law student confidentiality provisions. The Collaborators shall not engage in any behavior contrary to any such laws.

### **EOS' Permitted Usage of Confidential Information**

EOS shall use Confidential Information solely for the purposes set forth in this AGREEMENT. EOS will perform all work under this AGREEMENT in a manner that does not permit personal identification of any individual student or parent by anyone other than (a) District personnel and (b) EOS personnel performing services contemplated by this AGREEMENT.

### **Restrictions upon EOS' Disclosure of Confidential Information**

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this AGREEMENT and (b) have agreed to be bound by EOS' non-disclosure agreement. Except as permitted by FERPA, EOS and its employees, contractors and other agents with access to Confidential Information shall not disclose any of the District's Confidential Information to any third party.

### **Maintenance of Confidentiality**

EOS shall exercise due care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure and shall take all reasonable steps necessary to establish safeguards that are consistent with all applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA Publication of any information compiled by EOS under this AGREEMENT (other than to the District or its personnel in accordance with this AGREEMENT) shall be in a manner that does not permit identification, directly or indirectly, of individual students or parents.

### **Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records when that information is no longer needed for any purpose contemplated by this AGREEMENT.

## **Data Sharing**

The District will provide EOS with data files containing information for all students who are in any Participating High School located within the District boundaries.

EOS will use student-level data to study and evaluate its programs and services. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program). EOS will treat all data as Confidential Information and in accord with the requirements of FERPA and state and local policy.

1. Course enrollment
2. Course grades
3. AP/IB exam scores at the student-level by student ID
4. Course-, grade-, and school-specific average daily attendance (ADA)
5. High school graduation status
6. Student college plans, admissions, and achievement (from the National Student Clearinghouse reports on post-secondary activity and completion)
7. Additional data, reports, or metrics implemented or tracked by schools and/or the District related to implementation of the Collaboration

In consideration of EOS's performance, the District shall pay EOS as outlined below, for services provided to the following schools:

Santa Ana Unified School District

- Century High School
- Saddleback High School
- Santa Ana High School
- Santa Ana Valley High School

Service Packages	Base Unit Cost	Equity Discount	Train-the-Trainer Discount	3-Year Discount	Total Units	Final Cost (per year)
<b>Strengthen Access &amp; Belonging</b>						
First School	\$15,000	-\$3,750	-\$1,000	-\$3,750	1	\$6,500
Additional Schools	\$12,000	-\$3,000	-\$1,000	-\$3,000	3	\$5,000
Total Due to Equal Opportunity Schools in 2016-17						\$21,500
Total Due to Equal Opportunity Schools in 2017-18						\$21,500

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Ratification of Agreement with Law Offices of Gibeaut, Mahan & Briscoe for 2016- 17 Fiscal Year

**ITEM:** Consent

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

**PREPARED BY:** Camille Boden, Executive Director, Risk Management

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of an agreement with Law Offices of Gibeaut, Mahan & Briscoe for the 2016-17 fiscal year.

**ITEM SUMMARY:**

- Consultant will provide legal services.
- Agreement date: September 15, 2016 through June 30, 2017

**RATIONALE:**

Consultant will provide legal services.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Self-Insurance Fund 67: Not to exceed \$25,000  
 Risk Management Budget

**RECOMMENDATION:**

Ratify the agreement with Law Offices of Gibeaut, Mahan & Briscoe for the 2016-17 fiscal year in the amount not to exceed \$25,000.

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**Gibeaut, Mahan & Briscoe, 6701 Center Drive West, Suite 611, Los Angeles, CA 90045**) 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:** Service related to investigation(s).

**Services shall be provided by (Name of specific individual, if required).**

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **9/15/2016** and will diligently perform as required and complete performance by **6/30/2017**.

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 (\$25,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Fees for service rendered shall be paid at the following hourly rates up to the above not to exceed amount:

- Partner: \$225.00 per hour
- Associate: \$175.00 per hour
- Paralegal: \$75.00 per hour

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: Filing fees, fees for court reporting services, long distance telephone calls, lodging and the actual cost of transportation while traveling on District business, postage, computerized legal research, and expert consultant and witness fees.

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.

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. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, 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:**

**Gibeaut, Mahan & Briscoe  
6701 Center Drive West, Suite 611  
Los Angeles, CA 90045**

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.

THIS AGREEMENT IS ENTERED INTO THIS 25<sup>TH</sup> DAY OF OCTOBER, 2016.

DISTRICT:

CONTRACTOR:

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

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business

Services

Title

10/25/2016

Board Approval Date

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

Signature

Jack Brisco

Printed Name

partner

Title

95-4344547

Social Security or Taxpayer Identification

- \* Risk Manager should review all insurance requirements for the District.
- \* Criminal Record Check (Fingerprint), may be applicable.

## AGENDA ITEM BACKUP SHEET

October 25, 2016

### Board Meeting

**TITLE:** Approval of Agreement between Disciplina Positiva and Santa Ana High School for November 8 through December 20, 2016

**ITEM:** Consent

**SUBMITTED BY:** Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

**PREPARED BY:** Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement between Disciplina Positiva and Santa Ana High School for November 8 through December 20, 2016. This agreement, through the Engage 360 Extended Learning Program, will provide parent-training sessions to help parents better prepare for any potential challenges they may encounter with their students' academic journey.

#### ITEM SUMMARY:

- Starts: November 8-December 20, 2016
- 2<sup>nd</sup> Disciplina Positiva program this school year of 1<sup>st</sup> year usage of program
- Target group is Santa Ana High School parents with an extended invite to Heninger parents.
- Cost: \$8,000

#### RATIONALE:

Disciplina Positiva will provide a six-week workshop: Phase 2 Positive Discipline Workshop Designed for Parents with pre-Adolescents and Adolescents: "Independent Teens Through Chores and Responsibilities." These sessions will provide a series of experiential activities that will help parents face the challenges that they are experiencing with responsibilities at home and at schools. Parents will learn parenting tools that will help them connect to their children first, through family meetings, individual outings, routines, and problem resolutions. The goal is to have more responsible students at home, by training their parents, so teachers will have better results in their homework by getting it done on time and all the time.

The result of this agreement will be that students have improved self-esteem by getting good grades and be more motivated to pursue a higher education by having great coaches on their side (parents) who will teach them the benefits of chores and responsibilities.

LCAP goal 3.2 "Support learning opportunities for all stakeholders such as, but not limited to, providing family events, i.e. Open House and Back to School Nights."

LCAP goal 3.7 "Establish parenting programs that support student success by working with community partners and organizations and other family services (e.g., parent trainings, links to community social service resources, parenting workshops), expand the use of school-based parent and community liaisons, expanding structured recess at elementary schools, offering health fairs,

and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.”

**FUNDING:**

21<sup>st</sup> Century ASSETS: \$8,000

**RECOMMENDATION:**

Approve the agreement between Disciplina Positiva and Santa Ana High School for November 8 through December 20, 2016.

LP:sz

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**Disciplina Positiva, 800 S. Harbor Blvd., #230, Anaheim, CA 92805**) 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:** Disciplina Positiva will provide a six-week workshop at Santa Ana High School: Phase 2 Positive Discipline Workshop Designed for Parents with pre-Adolescents and Adolescents: "Independent Teens Through Chores and Responsibilities." These sessions will provide a series of experiential activities that will help parents face the challenges that they are experiencing with responsibilities at home and at schools. Parents will learn parenting tools that will help them connect to their children first, through family meetings, individual outings, routines, and problem resolutions. The goal is to have more responsible students at home, by training their parents, so teachers will have better results in their homework by getting it done on time and all the time.

**Services shall be provided by (Name of specific individual, if required).**

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **11/8/2016** and will diligently perform as required and complete performance by **12/20/2017**.

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



(\$8,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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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. **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.

8. **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.

9. **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.



10. **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.

11. **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. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No

later than **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, 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.

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

13. **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.

14. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits 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.



17. **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.

18. **Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **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:**

**Disciplina Positiva  
800 S. Harbor Blvd., #230  
Anaheim, CA 92805**

20. **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.

21. **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.

22. **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.

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

THIS AGREEMENT IS ENTERED INTO THIS 26<sup>TH</sup> DAY OF OCTOBER, 2016.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Tina Douglas

Antonio Orozco

Printed Name

Printed Name

Assistant Superintendent, Business  
Services

Executive Director

Title

Title

10/25/2016

46-5335954

Board Approval Date

Social Security or Taxpayer Identification

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

\* Criminal Record Check (Fingerprint), may be applicable.

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Agreement with Marsh Risk Consulting for 2016-17 Fiscal Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

**PREPARED BY:**    **Camille Boden, Executive Director, Risk Management**

**BACKGROUND INFORMATION:**

The District is reviewing our current worker's compensation claims. In an effort to reduce the number of incidents and mitigate the frequency of claims, the district will be conducting training in the areas with the highest incident occurrence. In addition to that, the District will also review current our physical demands within various job classifications.

**ITEM SUMMARY:**

- Service Provider will provide ergonomic assessments related to physical demands of various job classifications.
- Contract starts: October 26, 2016 through June 30, 2017
- Cost: Not to exceed \$31,000

**RATIONALE:**

The purpose of this agenda item is to seek Board approval of an agreement with Marsh Risk Consulting. Ergonomics subject matter expertise is needed to assist in developing an objective and current physical demands assessment for various job classifications. The District will review the job classifications with the highest number of incidences. The service provider will conduct ergonomic assessments related to injuries due to lifting, pushing, pulling, carrying and repetitive motion related to the Workers' Compensation claims.

This assessment will focus on the following objectives:

- Improving job descriptions;
- Developing temporary modified duty job task descriptions in support of the return to work program;
- Ensuring that previously injured employees released to full duty are able to return to positions that comply with any ongoing physical restrictions that may have been determined by their physician;
- Determining Personal Protective Equipment (PPE) Requirements;
- Identifying the need for specific powered or mechanical equipment that would reduce the physical demands of a job task.

The assessment and implementation of any recommendations, will assist the District in reducing the incidence of, and mitigating the frequency of Workers' Compensation claims.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Self-Insurance Worker's Compensation Fund 67: Not to exceed \$31,000

**RECOMMENDATION:**

Approve the agreement with Marsh Risk Consulting for the 2016-17 fiscal year in the amount not to exceed \$31,000.



## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Marsh Risk Consulting, 777 S. Figueroa Street, Los Angeles, CA 90017**) 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:** Develop an objective and current physical demands assessment for the Nutrition Services Worker across the various locations (the “Services”).

**Services shall be provided by Darryl Griffiths, CPE, CHSP, OTR**

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/26/2016** and will diligently perform as required and complete performance by **6/30/2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-One Thousand Dollars (\$31,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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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 and administrative.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it/he/she and all of its/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 its/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 Work Product:** CONTRACTOR assigns to DISTRICT all ownership in deliverables created under this Agreement specifically and exclusively by CONTRACTOR for DISTRICT and delivered by CONTRACTOR to DISTRICT as a result of the Services, and warrants a waiver of all moral rights in such deliverables. Notwithstanding anything to the contrary contained herein, CONTRACTOR reserves all rights, title and interest in and to any of the intellectual property which it uses in the course of providing Services under this Agreement and retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, including those incorporated in any deliverables provided to DISTRICT under this Agreement, and the same shall not be deemed works for hire, and CONTRACTOR shall not be restricted in any way with respect thereto. To the extent that any intellectual property referred to in the preceding sentence is incorporated in any deliverable created under this Agreement by CONTRACTOR specifically and exclusively for DISTRICT and delivered by CONTRACTOR to DISTRICT, CONTRACTOR grants to DISTRICT a worldwide, paid-up, royalty-free, non-exclusive, irrevocable and perpetual license to use such CONTRACTOR intellectual property for DISTRICT's own internal risk management purposes (the "Intended Purpose"). DISTRICT shall not use the deliverables provided by CONTRACTOR to DISTRICT for any purpose other than the Intended Purpose. Deliverables and CONTRACTOR's analysis, advice, findings, opinions and recommendations are solely for the information of DISTRICT and may not be quoted in whole or in part or otherwise referred to, disclosed or delivered by DISTRICT to any other person or entity without the prior written consent of CONTRACTOR. Where DISTRICT makes any alteration or modification to any of the deliverables, all references to CONTRACTOR shall be removed therefrom.

10. **Conflict of Interest:** From time to time, CONTRACTOR (and/or its affiliates) may be engaged by one or more interested parties other than the DISTRICT in connection with a project. Those at CONTRACTOR or its affiliates performing services for such other parties will act solely for such other parties and will have no duties or obligations to the DISTRICT with respect

to such project. CONTRACTOR shall not be restricted from providing services to any other client, including parties which may have interests adverse to the DISTRICT.

11. **Termination:** Either party may, at any time, with or without reason, terminate this AGREEMENT by written notice. In such event, CONTRACTOR will only be compensated for services rendered to the date of termination. Notice shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner. DISTRICT may also 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 termination for Cause, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. In the event of termination of CONTRACTOR's engagement by the DISTRICT for any reason, CONTRACTOR and its affiliates shall have no further obligation to provide services to the DISTRICT.

12. **Hold Harmless:** (A) 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:

- (i) 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.

(ii) 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 negligent act, 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 primary negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(iii) 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.

(B) CONTRACTOR's scope of work and fees do not contemplate CONTRACTOR's being involved as a party, non-party witness or otherwise in any legal proceedings or subject to third-party claims. Accordingly, in connection with any actual or threatened litigation or other proceeding involving DISTRICT and a third party which relates to or arises out of the Services or any matter relating to the Services, DISTRICT agrees to hold harmless CONTRACTOR, its directors, officers, shareholders and employees (collectively "CONTRACTOR Persons") from and against any and all third-party discovery requests, claims, liabilities, losses, damages, costs, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred) of investigating, preparing for, responding to or defending against any third party action, suit, proceeding, investigation, subpoena or other inquiry (whether or not CONTRACTOR is a party to the proceedings or litigation at issue) ("Losses"). However, DISTRICT will not be liable under this Section to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted primarily from the gross negligence, willful misconduct or bad faith of any CONTRACTOR Person in connection with the performance of the Services.

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. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory for claims arising solely from CONTRACTOR’s provision of Services pursuant to this Agreement.” No later than **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder. CONTRACTOR will provide the DISTRICT with written notice within thirty (30) day 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 with respect to DISTRICT’s vicarious liability arising from CONTRACTOR’s provision of Services pursuant to this Agreement.

14. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR except to affiliates or subcontractors of CONTRACTOR provided that such delegation not to relieve CONTRACTOR of its obligations hereunder.

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. Where DISTRICT seeks any variation in the Services, whether by way of addition, deletion substitution or otherwise, the DISTRICT shall submit its proposal for such variation in such Services in writing as soon as practicable to CONTRACTOR. CONTRACTOR shall not be obligated to accept any such variation in such Services unless the DISTRICT agrees to pay any additional sum or sums reasonably specified by CONTRACTOR and to extend any period agreed for provision of such Services by any additional period reasonably specified by CONTRACTOR.

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:**

**Marsh Risk Consulting  
777 S. Figueroa Street  
Los Angeles, CA 90017**

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; Arbitration:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California and shall be deemed to be made in and shall be performed in Orange County, California. Each of the parties, on behalf of itself and its affiliates, agrees that any dispute, claim or controversy arising out of or relating to this Agreement or the provision of services by CONTRACTOR or its affiliates shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be conducted by a panel of three arbitrators, with each party selecting one arbitrator and the two arbitrators selecting the third arbitrator. If the two arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. Each of the arbitrators shall have at least fifteen years of risk consulting experience. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction.



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

a. Draft Scope of Work

26. **Limit of Liability:** In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by CONTRACTOR or its affiliates. The aggregate liability of CONTRACTOR, its affiliates and its and their employees to DISTRICT or its affiliates arising out of or relating to the provision of services by CONTRACTOR or its affiliates shall not exceed the total compensation paid to CONTRACTOR for the Services hereunder. This provision applies to the fullest extent permitted by applicable law.

27. **No Third Party Benefits:** The parties hereto mutually agree that this Agreement is intended by them to be solely for the benefit of the parties hereto and that no third parties may rely on any reports, analysis or other material provided by CONTRACTOR or shall obtain any direct or indirect benefits from the Agreement, have any claim or be entitled to any remedy under this Agreement or otherwise in any way be regarded as third party beneficiaries under this Agreement.

28. **Entry and Cooperation:** DISTRICT shall arrange for access to and make all provisions for CONTRACTOR to enter DISTRICT's property as required by CONTRACTOR to perform the Services. DISTRICT shall arrange for and make provisions for entry to work space for CONTRACTOR in order for CONTRACTOR to perform such Services in a timely manner. DISTRICT shall make available in a timely manner, the documents and information deemed necessary by CONTRACTOR to complete such Services. DISTRICT shall inform CONTRACTOR promptly upon discovering that any such information or document is, or becomes, untrue, incomplete or inaccurate. In performing the Services, CONTRACTOR shall, and shall be entitled to, rely upon all information and documents provided to it by or on behalf of the DISTRICT. CONTRACTOR shall not be responsible for the accuracy or verification of any such information or document.

29. **Disclaimers:** (A) The Services may include modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to CONTRACTOR are inaccurate or incomplete or should change, the Modeling and Analytics provided by CONTRACTOR could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by CONTRACTOR. They are provided solely for your benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. CONTRACTOR shall have no liability to any third party in connection with these services or to you with regard to any services performed or provided by a third party. CONTRACTOR's service obligations to DISTRICT are solely contractual in nature. DISTRICT acknowledges that, in performing services, CONTRACTOR and its affiliates are not acting as a fiduciary for DISTRICT, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to DISTRICT.

(B) THIS IS A SERVICES ENGAGEMENT. CONTRACTOR WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH CONSISTENT WITH THE STANDARD OF CARE OF SIMILAR CONSULTANTS PERFORMING SIMILAR SERVICES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL CONSULTING ACTIVITIES PERFORMED BY CONTRACTOR ARE ADVISORY IN NATURE. ALL REPORTS WILL BE BASED UPON CONDITIONS OBSERVED AND INFORMATION SUPPLIED BY DISTRICT. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE SAFETY OF ANY DISTRICT'S PROPERTIES OR OPERATIONS OR THAT DISTRICT OR ANY SUCH PROPERTIES OR OPERATIONS ARE IN COMPLIANCE WITH FEDERAL, STATE OR LOCAL LAWS, CODES, STATUTES, ORDINANCES, STANDARDS OR RECOMMENDATIONS.

(C) The parties are of equal commercial sophistication and have negotiated this Agreement at arms' length. Each party is entering into this Agreement voluntarily, has read and understands

all its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

30. **Force Majeure:** Neither party shall be in breach of the Agreement if there is a total or partial failure by it in its duties and obligations occasioned by any act of God, fire, act of foreign, federal, state or local government, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature, or any other reason beyond its reasonable control. In the event of delay in performance due to any such cause, the date of the delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

THIS AGREEMENT IS ENTERED INTO THIS 26<sup>TH</sup> DAY OF OCTOBER, 2016.

DISTRICT:

CONTRACTOR:

By:

By:



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Signature

---

Signature

Tina Douglas

Maria E. Brunel

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Printed Name

---

Printed Name

Assistant Superintendent, Business  
Services

Senior Vice President

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Title

---

Title

10/25/2016

361436000

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Board Approval Date

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Social Security or Taxpayer Identification

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

\* Criminal Record Check (Fingerprint), may be applicable.

## Exhibit A: Draft Scope of Work

**Project Name:** *Physical Demands Assessment for Nutrition Services Worker*

**Client Name:** Santa Ana Unified School District of Southern California

**Preparation Date:** September 23, 2016

Objective	
<p><b>Describe the issue that this project seeks to impact</b></p>	<p>Santa Ana Unified School District (SAUSD) of Orange County operates 62 schools in Orange County. There have been many serious back, knee and shoulder strain injuries to their Nutrition Services Workers across the facilities. Leadership has recognized the need to establish critical physical work demands of the essential job functions of the "Nutrition Services Worker".</p> <p>An objective ergonomics evaluation is needed to capture the physical demands for each essential task performed by the Nutrition Services Workers within the Central Kitchen, High School, Middle School, and Elementary School.</p> <p>From July 2014 to 2016, the Nutrition Services Worker job title has contributed to 31% of claim frequency (139 claims) and 48% of all claims costs (\$1.8M) across SAUSD. This is the leading workers compensation exposure and cost driver across SAUSD.</p> <p>Ergonomics related injuries due to lifting, pushing, pulling, carrying, and repetitive motion comprise 50% of the Nutrition Services Worker claims and 45% of the claims costs (\$896K). Ergonomics related injuries also represent 45% of the total lost work days for this job title (1370 lost days). Based on body part, the top three injuries include low back strains, followed by knees and shoulders strains. <u>The average cost of a low back injury is \$40,683.</u></p> <p>Based on location, the Central Kitchen has incurred 37% of the injury frequency and 42% of the total cost for the Nutrition Services Worker; followed by High Schools with 30% of frequency and 21% of cost.</p> <p>In this regard, ergonomics subject matter expertise is needed to assist in developing an objective and current physical demands assessment for the Nutrition Services Worker across the various locations.</p>
<p><b>What are the client's objectives in conducting this project?</b></p>	<p>SAUSD seeks to specifically identify the most physically demanding tasks from the essential functions list for the Nutrition Services Workers at each type of facility. The job task data obtained during this project is particularly important towards the following objectives:</p> <ul style="list-style-type: none"> <li>• Improving job descriptions and during the pre-employment process to assist in placing employees into compatible positions;</li> <li>• For the development of temporary modified duty job task descriptions in support of the return to work program;;</li> <li>• Ensuring that previously injured employees released to full duty are able to return to positions that comply with any ongoing physical restrictions that may have been determined by their physician;</li> <li>• Determining Personal Protective Equipment (PPE) Requirements;</li> <li>• Identifying the need for specific powered or mechanical equipment that would reduce the physical demands of a job task.</li> </ul> <p>The completion of above and implementation of project recommendations will assist SAUSD in reducing the incidence of, and mitigate the frequency and severity of, workplace injuries for Food Service Workers.</p>

## Exhibit A: Draft Scope of Work

Project Information	
Target Start Date	October 26, 2016
Target Completion Date	June 30, 2017
Impact Measurement Schedule	<i>Six months following project closeout</i>
First Impact Measurement (Date)	May 30, 2017 (TBD)
Work Plan	
Approach	<p>Marsh Risk Consulting (MRC) will conduct an objective ergonomics assessment of the physical demands for tasks performed by the Nutrition Services Worker position and evaluate the essential functions that an employee performs on the job. During the assessment process individual employees are interviewed with the supervisor and a comprehensive observation and assessment of the physical demands of the job is conducted, using industry standards and methodologies. Physical forces related to lifting, pushing, pulling, gripping and grasping will be captured using force gauges.</p> <p>A formal Report with the findings and recommendations will be provided. Details on the physical demands assessments will include descriptions of the characteristics of various physical job tasks when lifting, pushing, pulling, and carrying; and the frequency, duration and force associated with these tasks. Our Report will also describe environmental factors including noise, heat and humidity exposures.</p> <p>The assessments will be conducted at the following 4 district locations:</p> <ol style="list-style-type: none"> <li>1. Central Food Services.</li> <li>2. High School.</li> <li>3. Middle School.</li> <li>4. Elementary.</li> </ol> <p><b>The project will be conducted in three (3) phases.</b></p> <p><b>Phase 1: Conduct Site Visits at 4 locations</b> to perform observations, interviews and gather accurate ergonomics data for the Food Service Worker position. Note: Permission will be obtained for employee photos for the project ONLY. MRC will be onsite for the following FULL SHIFT times:</p> <ul style="list-style-type: none"> <li>• Central Food Services: 8 hours</li> <li>• High School: 6 hours</li> <li>• Middle School: 6 hours</li> <li>• Elementary School: 6 hours (8 hours if afterschool food service)</li> </ul> <p><b>Phase 2: Draft of the Physical Demands Assessment</b> table for the Food Services Worker at each location listed above, and review with SAUSD project team.</p> <p><b>Phase 3: Finalization of Physical Demands Assessment</b> and Delivery of Final Report.</p> <p><b>Project Documents Requested:</b></p> <ul style="list-style-type: none"> <li>• <i>All Existing Job Descriptions for Food Services Workers based on locations.</i></li> <li>• <i>Food Supplies List and Average Orders (from purchasing office). Ideal if the product count and weights are included.</i></li> </ul>

## Exhibit A: Draft Scope of Work

<b>What is the potential Return on Investment from the project?</b>	<p>By preventing or mitigating just one Nutrition Services Worker lost time back injury at the current \$40,000 per claim there is a potential 133% Return on Investment (ROI) from the project costs alone.</p> <p>Workers' Compensation claims, particularly for back injuries, would likely include extensive physical therapy, medications including pain management, all occupational physician and special physician visits, and indemnity benefits.</p> <p>Additionally, the completed project has the potential for a significant year over year ROI related to reduced loss costs through <i>avoided future WC claims following</i> the implementation of the recommendations that will be found in the final report. SAUSD may need to improve use of existing equipment, or purchase some new equipment, and provide improved materials handling training to improve safe work practices.</p>	
	Project Milestone/Deliverable	Target Completion Date
<b>Project Milestones/Deliverables*</b>  <b>*All target completion dates are estimates, pending discussion</b>	<ul style="list-style-type: none"> <li>Finalize Project Timeline and Schedule Site Visits</li> <li>Conference Call 1</li> </ul>	Week 1
	<ul style="list-style-type: none"> <li>Complete Site Visits to 4 locations– Central Food Services, High School, Middle School and Elementary. Obtain relevant photos at SAUSD.</li> </ul>	Weeks 2-3
	<ul style="list-style-type: none"> <li>Draft Physical Demands Assessment and email to SAUSD for review</li> <li>Conference Call 2</li> </ul>	Weeks 4-5
	<ul style="list-style-type: none"> <li>Finalize Physical Demands Assessments and Report</li> <li>Project Closeout</li> </ul>	Week 6-7
<b>Client resources needed in the completion of this project</b>	<p>SAUSD Division leadership/Project Team:</p> <ul style="list-style-type: none"> <li>Camille Boden</li> </ul> <p>And:</p> <ul style="list-style-type: none"> <li>Facility Managers/ Supervisors.</li> <li>Employee volunteers to participate in the assessment process and photos as needed.</li> </ul>	
<b>MRC resources needed in the completion of this project</b>	Darryl Griffiths, CPE, CHSP, OTR	
<b>Project Assumptions and Constraints</b>	<p><b>Assumptions</b></p> <ul style="list-style-type: none"> <li>This scope of work is a draft, pending additional discussion with SAUSD and finalization of the Work Plan.</li> <li>Changes to the Work Plan that will impact the schedule may result in an increase in project fees. The project addendum form will be used to document this process.</li> <li>Client employees are available at scheduled time and location for agreed upon meetings.</li> <li>Requested documents are available for review on or before Visit 1.</li> </ul> <p><b>Constraints</b></p> <ul style="list-style-type: none"> <li>Cancellation and date changes or delays in scheduling of meetings or provision of requested documents.</li> <li>Delays in Task Group responses for review and comments of draft documents that may result in changes to delivery dates.</li> <li>Absence of a Marsh Consultant or SAUSD Representative due to circumstances beyond their control such as illness, accident or weather related travel delays.</li> </ul>	

## Exhibit A: Draft Scope of Work

Project Impact		
What business metric does this project seek to impact?	TBD with Project Team	
What data sources are available to measure impact?	Loss runs available through Marsh.	
How will impact measurement be accomplished?	Rolling six months of losses measured prior to project start and following SAUSD completion of Physical Demands Assessment.  Compare October 2016 loss information for prior 12 months to the loss information on the month end date <i>six months after training completion date</i> .	
Who is responsible for obtaining data sources & analyzing impact?	Marsh	
Project Fees & Payment Schedule		
Professional Fees (a)	\$27,600	
Expenses	Travel (b)	Travel expenses (mileage only) are not included and are billed at cost to the client at the close of the project.
	Administrative (c)	Our costs for administrative support services will be added to our billings for professional fees set forth above, and will be calculated at 7.5% of our professional fees. This fee includes administrative items such as telecommunications, research materials and databases, routine photocopying and other administrative support services.
		\$2,070
Payment Schedule	<b>Total Fees (a) + (c) = \$29,670</b> Marsh will invoice Client on following schedule with given amounts: <b>50% (\$14,835) at project acceptance</b> <b>50% (\$14,835) + travel expenses upon project close out</b>	

*\*This work plan and project budget is valid for 60 days from the project plan preparation date. If this project does not commence within six months of project acceptance, Marsh reserves the right to amend the quoted fees to reflect any notable cost changes that may arise.*

*This document and any recommendations, analysis, or advice provided by Marsh (collectively, the "Marsh Analysis") are intended solely for the entity identified as the recipient herein ("you"). This document contains proprietary, confidential information of Marsh and may not be shared with any third party, including other insurance producers, without Marsh's prior written consent. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, accounting, tax, or legal advice, for which you should consult your own professional advisors. Any modeling, analytics, or projections are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Except as may be set forth in an agreement between you and Marsh, Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party with regard to the Marsh Analysis or to any services provided by a third party to you or Marsh. Marsh makes no representation or warranty concerning the application of policy wordings or the financial condition or solvency of insurers or reinsurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage.*



## Exhibit A: Draft Scope of Work

*Addendum to Project Work Plan**Preparation Date:*

Revised Project Work Plan		
Changes / Additions		
	Project Milestone/Deliverable	Target Completion Date
Revised Project Milestones/Deliverables	•	
	•	
	•	
	•	
	•	
Project Addendum Agreement		
Additional Consulting Fees		
Additional Travel Expense Estimate		
Additional Estimated Project Budget		
Total Revised Estimated Project Budget		
Addendum Acceptance		
	Signature	Date
Client		
Marsh Risk Consulting		

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Agreement with Jill Ann Hogan for Mental Health Counseling Services for Students with Disabilities for 2016-17 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Doreen Lohnes, Assistant Superintendent, Special Education/SELPA**

**PREPARED BY:**   **Doreen Lohnes, Assistant Superintendent, Special Education/SELPA**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement for Jill Ann Hogan, Licensed Marriage and Family Therapist, for mental health counseling not to exceed 14 hours weekly to comply with the provision of mental health services on students' IEPs. This agreement will replace agreements with Melody Fox and Linda Robertson who reduced/or withdrew from their June 7, 2016 Board approved agreement. The term of the contract is from October 12, 2016 through June 30, 2017.

**RATIONALE:**

Consultant will provide mental health counseling services in accordance with the students' Individualized Educational Programs (IEPs).

LCAP Goal 2: Students will have equitable access to a high quality curricular and instructional program that is accessible from school and home.

LCAP Goal 2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).

**FUNDING:**

Special Education: Not to exceed \$24,570

**ITEM SUMMARY:**

- Agreement Begins: October 26, 2016 and replaces prior agreement with former provider
- Agreement Ends: June 30, 2017
- Renewable according to students' IEPs
- 20 students will be served at Greenville, Madison, and NOVA,
- Annual cost not to exceed \$24,570
- Required to comply with student IEPs and special education related services

**RECOMMENDATION:**

Approve the agreement with Jill Ann Hogan for mental health counseling services for students with disabilities for the 2016-17 school year.

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**,” and (**Jill Ann Hogan, 10 Glorieta West, Irvine, CA 92620**) 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:**

Jill Ann Hogan will provide Educationally Related Mental Health Services (ERMHS) to approximately 21 students during the 2016-17 school year. Most often students receive 30 minutes of direct service two times per month.

Caseloads fluctuate due to student needs. Current numbers are indicated below:

<b>School Name</b>	<b># of Students Receiving ERMHS</b>
Greenville	3
Lincoln	7
Madison	6
Monroe	5

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/26/2016** and will diligently perform as required and complete performance by **6/30/2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty Four Thousand Five

Hundred Seventy Dollars (\$24,570). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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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. **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.

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. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, 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:**

**Jill Hogan**

**10 Glorieta West**

**Irvine, CA 92620**

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.

THIS AGREEMENT IS ENTERED INTO THIS 26<sup>th</sup> DAY OF OCTOBER, 2016.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Tina Douglas

Printed Name

Jill A. Hogan, LMFT

Printed Name

Assistant Superintendent, Business

Services

Title

Licensed Marriage Family Therapist

Title

10/25/2016

Board Approval Date

Social Security or Taxpayer Identification

- \* Risk Manager should review all insurance requirements for the District.
- \* Criminal Record Check (Fingerprint), may be applicable.

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Amendment of Data-Sharing Agreement between Harvard Graduate School of Education and its Center for Education Policy Research and Santa Ana Unified School District for October 26, 2016 through June 30, 2018**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

**PREPARED BY:**   **Tran D. Keys, Ph.D., Executive Director, Research and Evaluation**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the amendment of the data-sharing agreement between Harvard Graduate School of Education and its Center for Education Policy Research (CEPR) and the Santa Ana Unified School District for October 26, 2016 through June 30, 2018.

CEPR, through a project titled “Proving Ground”, has created a collaborative research network of schools committed to developing a new approach to achieving better student outcomes at a lower cost through the use of collectively generated evidence. The District entered into the collaboration on January 12, 2016.

<b>ITEM SUMMARY:</b>
New state and federal laws require data sharing agreements between District and external service providers.

**RATIONALE:**

This amendment will extend from the original agreement of December 31, 2017 to June 30, 2018. This will allow the Santa Ana Unified School District to provide District data directly to CEPR and permit for additional analysis of that data and also let CEPR retain a de-identified copy of the data for future research with the District.

The District data will be used by the research team at CEPR and its contractors to determine the impact of different blended learning software packages. This will assist the District in evaluating the strengths and weaknesses of its instructional program and in developing strategies for improvement. The ultimate purpose of the project is to provide analytic findings about the relative effectiveness of different interventions, products, and implementation patterns in raising student achievement. These findings will allow leaders to make future decisions that are likely to improve student achievement. Because findings will be shared across the network, we expect learning to occur at a higher rate than typical.

LCAP goal 1.2 “Implement progress monitoring assessments for all academic programs.”

**FUNDING:**

No Fiscal Impact

**RECOMMENDATION:**

Approve the amendment of the data-sharing agreement between Harvard Graduate School of Education and its Center for Education Policy Research and the Santa Ana Unified School District for October 26, 2016 through June 30, 2018.

LP:TK:sz

## AMENDMENT ONE

to the Collaborative Agreement between and between President and Fellows of Harvard College, acting through the Harvard Graduate School of Education and its Center for Education Policy Research

("Harvard"), and Santa Ana Unified School District

Harvard Principal Investigator(s): Thomas J. Kane

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THIS AMENDMENT NUMBER ONE ("Amendment 1"), effective as of October 26, 2016, to the Collaboration Agreement ("Agreement") entered into by and between the Santa Ana Unified School District with offices located at Santa Ana, CA ("Collaborator") and the President and Fellows of Harvard College, acting on behalf of the Harvard Graduate School of Education and its Center for Education Policy Research ("Harvard" or "CEPR"), with offices at 50 Church Street, 4th Floor, Cambridge, MA 02138. Collaborator and Harvard may hereinafter be referred to individually as a "Party," and collectively as the "Parties." The effective date of this Agreement is January 13, 2016 (the "Effective Date").

The Agreement is hereby amended as follows (changes emphasized in bold):

### 1. Preamble:

Paragraph 1 is hereby revised as follows:

In the first sentence, the phrase "President and Fellows of Harvard College, acting through the Harvard Graduate School of Education ("Harvard") and its Center for Education Policy Research ("CEPR")" is hereby replaced with **"President and Fellows of Harvard College, on behalf of the Harvard Graduate School of Education and its Center for Education Policy Research ("Harvard" or "CEPR")..."**

Paragraph 2 is hereby deleted and replaced with the following:

**WHEREAS, Collaborator shall make data available to Harvard through Schoolzilla, PBC ("Schoolzilla") or directly to Harvard as described herein;**

### 2. Article II, "Over view of Project Goals and Objectives":

The first sentence of the second paragraph is hereby deleted and replaced with the following two sentences:

**Collaborator's data shall be provided to Harvard and APT either through Schoolzilla or directly to Harvard. If through Schoolzilla, this shall be done through Collaborator's use of the Schoolzilla software platform, in accordance with Schoolzilla's Terms of Service and Privacy Policy.**

The following text is hereby added to the end of Article II:

**If data is to be provided directly to Harvard, a number of different raw data files and fields will need to be shared with Harvard. The first stage of this process will involve exploring with Collaborator staff what data elements are historically available and reliable. In general, Harvard is requesting from Collaborator the following data from 2011-12 through**

the current year (see Appendix A for more detailed descriptions of the data listed below). In addition, Harvard will request periodic data updates during the term of the project.

- Student demographics and program participation data,
- School enrollment and graduation data,
- Courses data,
- Student course enrollment data,
- Assessment data,
- Post-secondary enrollment data,
- Staff data,
- Staff assignments data,
- Schools data,
- School calendar data, and
- Blended learning and other initiatives data.

When any Data are transported outside Collaborator's systems, all such Data will be moved via encrypted physical media or secure HTTP. No Data will be transferred outside Collaborator's or Harvard's systems via email. In order to minimize the amount of personally identifiable information ("PII") transported outside of Collaborator's systems, Harvard will generate masked research identifiers before the Data is transported to APT.

### 3. Article IV, "Term and Termination":

The first paragraph is hereby revised as follows:

This Agreement takes effect on the Effective Date and shall remain in effect until **June 30, 2018**, or until canceled by either party upon thirty (30) days written notice to the other party, whichever occurs first.

### 4. Article V, "Responsibilities":

The first two sentences of this Article are hereby deleted and replaced with the following:

By participating in the network, Collaborator agrees to:

1. Provide the data to **CEPR** or Schoolzilla in a timely, deliberate, and complete fashion.  
[...]

7. **In the final year of the Project, provide the necessary student demographic and assessment data to CEPR to allow CEPR to conduct a final round of analysis to assess the effect of selected interventions and strategies.**

CEPR will:

[...]

8. **As a part of the Project, create a final round of network-wide analysis on the effect of the selected interventions and strategies.**

### 5. Article VI, "Terms and Conditions, is hereby inserted, as follows:

#### **VI. Terms and Conditions**

**If Data are transferred directly to Harvard, to affect the transfer of data and information that is subject to Federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, CEPR agrees to:**

- 1. In all respects comply with the provisions of the Family Educational Right to Privacy Act (FERPA). Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal or state law or regulation.**
- 2. For purposes of this Project and for ensuring CEPR's compliance with the terms of this Agreement and all applicable state and federal laws, CEPR designates Tom Kane as the temporary custodian of the Data that Collaborator share with CEPR. Collaborator will release all Data for this Project to the named temporary custodian. The temporary custodian shall be responsible for transmitting all requests for Data and maintaining a log or other record of all Data requested and received pursuant to the Agreement, including confirmation of the completion of the Project and the return or destruction of the Data as described below. Collaborator or its agents may upon request review the records required to be kept by CEPR under this Agreement. Collaborator designates Dr. Trans Key as its liaison for all communications with CEPR regarding this Project and the Agreement as it relates to the Project.**
- 3. Use the Data shared under the Agreement for no purpose other than the Project, and as authorized under 34 CFR §§ 99.31(a)(6). Nothing in the Agreement shall be construed to authorize CEPR to have access to additional data from Collaborator that is not included in the scope of the Agreement or to govern access to the Data by entities other than the Parties. CEPR further agrees not to share the Data received under the Agreement with any other entity without prior written approval from Collaborator. CEPR understands that the Agreement does not convey ownership of the Data to CEPR.**
- 4. Require all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other laws with respect to the Data shared under the Agreement. CEPR agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to the Data pursuant to the Agreement. Nothing in this section authorizes CEPR to share the Data provided under the Agreement with any other individual or entity for any purpose other than completing CEPR's work as authorized by Collaborator consistent with this Agreement.**
- 5. Not disclose the Data produced to it under the Agreement in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than Collaborator, or authorized employees, contractors, and agents of CEPR working the Project. Persons participating in the Project on behalf of CEPR shall neither disclose nor otherwise release any Data relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of individual students in that group. Publications and reports of these Data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student.**
- 6. Not provide any of the Data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.67(c)-(e).**
- 7. Upon termination of this Agreement or three years after the publication of reports**



generated under the Agreements, whichever occurs first, CEPR will return all data files and hard copy records to Collaborator and purge any copies of the Data from its computer systems in compliance with 34 CFR §§ 99.31(a)(6)(ii)(b). CEPR agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision. No other entity is authorized to continue research using the Data obtained under the Agreement upon the termination of the Agreement and the Project described herein. CEPR will destroy all Data obtained under the Agreement and addenda to it when no longer needed for the purpose for which it was released by Collaborator.

8. Notwithstanding the above paragraph, upon conclusion of the Project, Collaborator agrees that CEPR may retain a de-identified copy of the Data for research and academic purposes, provided CEPR complies with the following:

- a. CEPR shall strip all Data so retained of the following information: local student ID, local student name (first, last, and middle) and school ID.
- b. CEPR shall provide Collaborator a cross-walk of the local student ID, local student name, and CEPR's research ID as well as the local school ID and CEPR's school ID.

For the avoidance of doubt, in no event shall CEPR be permitted to retain PII, or other Data subject to FERPA, obtained under this Agreement once such Data is no longer needed for the purpose for which it was released by Collaborator.

9. Provide Collaborator with one electronic and at least one paper copy of the final versions of all reports and other documents associated with the Project.

6. The remaining sections of the Agreement are hereby renumbered as follows:

- VII. Publications
- VIII. Use of Name
- IX. Representations and Warranties
- X. Independent Contractor
- XI. Arbitration
- XII. Entire Agreement

[SIGNATURES ON THE FOLLOWING PAGE]

Except as described herein, the Collaborative Agreement has not been otherwise amended and remains in full force and effect.

President and Fellows of Harvard College  
Acting on behalf of the Harvard Graduate School  
of Education

Santa Ana Unified School District

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Megan Moore  
Grants and Contracts Officer  
Office for Sponsored Programs

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Lucinda N. Pueblos Senior  
Assistant Superintendent  
School Climate and Culture

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

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

## APPENDIX A

Harvard is requesting the following data from 2011-12 through the current year.

<b>Data Element</b>	<b>Description</b>
<b>Student demographics and program participation data</b>	Data including (if available), but not limited to, individual student records, including: <ul style="list-style-type: none"> <li>• student and school year identifiers;</li> <li>• student demographics (e.g., gender, race, ethnicity);</li> <li>• student program participation (e.g., IDEA, ELL, free and reduced price lunch);</li> <li>• student English fluency and primary language; and</li> <li>• student disability and IEP status, codes, and dates.</li> </ul>
<b>School enrollment and graduation data</b>	Data including (if available), but not limited to, student school enrollment and graduation records, including: <ul style="list-style-type: none"> <li>• student, school, and school year identifiers;</li> <li>• entry and withdrawal dates, codes, and descriptions;</li> <li>• detailed student attendance records, including one attendance record per student per enrollment day;</li> <li>• detailed student discipline records;</li> <li>• student grade levels;</li> <li>• student graduation and diploma information; and</li> <li>• student graduation cohorts and/or ninth grade cohort.</li> </ul>
<b>Courses data</b>	Data including (if available), but not limited to, course and section records, including: <ul style="list-style-type: none"> <li>• identifiers for school, year, semester or reporting period, course and section;</li> <li>• identifiers for primary and secondary teachers, assistants, co-teachers, etc.;</li> <li>• course title, subject, course code and subject code; and</li> <li>• credits available, course grade level, and high school graduation requirement flags.</li> </ul>
<b>Student course enrollment data</b>	Data including (if available), but not limited to, student course records, including: <ul style="list-style-type: none"> <li>• student, school, and school year identifiers, semester or reporting period identifiers;</li> <li>• course and section identifiers, enrollment and withdrawal dates and codes; and</li> <li>• final course grade and credits earned.</li> </ul>
<b>Assessment data</b>	Data including (if available), but not limited to, information about interim and state standardized assessments, including: <ul style="list-style-type: none"> <li>• test name, test code, date administered, subject, test grade level, and possible score range;</li> <li>• individual student assessment scores, including student, school, and test identifiers; date administered; raw and scaled scores and proficiency levels; and</li> <li>• test language.</li> </ul>
<b>Post-secondary enrollment data</b>	Data including (if available), but not limited to, National Student Clearinghouse post-secondary enrollment and degree records, including: <ul style="list-style-type: none"> <li>• student identifiers, student ninth and 12th grade cohorts, and student NSC data; or</li> <li>• information to link student records to NSC records (e.g. student name, date of birth, graduation or ninth grade cohort, graduation date).</li> </ul>

<b>Staff data</b>	Data including (if available), but not limited to, individual staff records, including: <ul style="list-style-type: none"> <li>• staff and school year identifiers;</li> </ul>
<b>Staff assignments data</b>	Data including (if available), but not limited to, staff school assignments, including: <ul style="list-style-type: none"> <li>• staff, school, and school year identifiers; and</li> <li>• job assignments, job titles</li> </ul>
<b>Schools data</b>	Data including, but not limited to, information about schools, including: <ul style="list-style-type: none"> <li>• school and school year identifiers;</li> <li>• school short and long names;</li> <li>• grade levels served;</li> <li>• address, latitude, longitude, and county;</li> <li>• school type (e.g. charter or district, regular, alternative, special education, adult education, early childhood, magnet, bilingual, extended school day or school year, limited or open enrollment);</li> <li>• school operating status (e.g. approved, open, closed); and</li> <li>• accountability status (e.g. turnaround school).</li> </ul>
<b>School calendar data</b>	Data including (if available), but not limited to, school calendar information, including: <ul style="list-style-type: none"> <li>• school and school year identifiers; and</li> <li>• dates for beginning and end of school year, marking periods, and/or course sessions.</li> </ul>
<b>Blended learning and other initiatives data</b>	Data for blended learning software and other initiatives, if not provided by the vendor, including (if available), but not limited to: <ul style="list-style-type: none"> <li>• student, teacher, school, school year, time period, and program/activity identifiers;</li> <li>• course, and section identifiers or other activity location data;</li> <li>• activity subject and grade level;</li> <li>• login or intervention start/end dates and times;</li> <li>• pre- and post-test scores; and</li> <li>• activity and subactivity usage, achievement, and completion information.</li> </ul>

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 28, 2016 through October 11, 2016**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

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

**BACKGROUND INFORMATION:**

Board Policy 3300 and Education Code 17604 specifically authorizes the Board to delegate signature authority on behalf of the District to the District Superintendent. Such delegation of signature authority serves to expedite the implementation of financial transactions or any other contract.

**ITEM SUMMARY:**

- Snapshot of purchase orders issued between September 28, 2016 through October 11, 2016
- Board Policy 3300
- Education Code 17604

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of September 28, 2016 through October 11, 2016. A detailed listing is also included. Purchase orders for contracts over \$5,000 have been previously approved by the Board through individual agenda items.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Ratify Purchase Order Summary and Listing of all Purchase Orders for the period of September 28, 2016 through October 11, 2016.



# Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: October 12, 2016  
To: Stefanie P. Phillips, Ed.D., Superintendent  
From: Tina Douglas, Assistant Superintendent, Business Services  
Subject: Purchase Order Summary: From 28-SEP-2016 through 11-OCT-2016

Fund 01	21st Century ASSETS (roll-up 4124)	\$ 90.57
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$ 5,672.52
Fund 01	AVID-OCDE Destination Graduation-High Schools	\$ 371.76
Fund 01	Beginning Teacher-BTSA	\$ 220.00
Fund 01	California Career Pathways Trust	\$ 19,353.40
Fund 01	California Clean Energy Jobs Act (Prop 39)	\$ 29,348.00
Fund 01	Child Nutrition: Healthy Active Families	\$ 11.86
Fund 01	Department of Rehab: Workability II, Transition Partnership	\$ 207.99
Fund 01	Donations (Miscellaneous)	\$ 3,782.70
Fund 01	Education Academy [0434] CHS	\$ 5,238.01
Fund 01	Emergency Preparedness and Operations	\$ 28,800.00
Fund 01	Fund 01 General Fund	\$ 58,773.09
Fund 01	Head Start	\$ 1,439.04
Fund 01	High School, Inc.	\$ 2,694.00
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 370,562.53
Fund 01	LCFF-Supplemental/Concentration	\$ 334,689.94
Fund 01	Lottery: Instructional Materials	\$ 19,457.76
Fund 01	Medi-Cal Billing Option	\$ 2,000.00
Fund 01	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	\$ 117,226.23
Fund 01	NCLB: Title I, School Improvement Grant QEIA	\$ 372,109.13
Fund 01	NJROTC	\$ 7,130.34
Fund 01	One-Time Discretionary Funds	\$ 148,727.66
Fund 01	Ongoing & Major Maintenance Account	\$ 268,433.34
Fund 01	PLTW (Project Lead The Way, Inc.)	\$ 3,726.74
Fund 01	Saturday Attendance Recovery Program (WIN)	\$ 10,538.67
Fund 01	Special Ed: IDEA Early Intervention Grants	\$ 64.78
Fund 01	Special Ed: IDEA Preschool Grants	\$ 1,009.14
Fund 01	Special Ed: Mental Health Services	\$ 2,670.00
Fund 01	Special Education	\$ 47,859.60
Fund 01	Title I, Core Set Aside	\$ 132,026.64
Fund 01	Title II-Part A Improving Teacher Quality	\$ 17,383.00
Fund 01	Title III Limited English Proficiency LEP Student Program	\$ 14,118.96
Fund 01	Two-Way Digital ITFS Licensee Revenue	\$ 20,953.69
Fund 01	Unrestricted - CalSafe (6091/6092)	\$ 470.88

## BOARD OF EDUCATION

John Palacio, President • Rob Richardson, Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Cecilia "Ceci" Iglesias, Member

Fund 01	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	\$ 16,494.19
Fund 01	Unrestricted Discretionary Accounts	\$ 611,639.49
Fund 01	Unrestricted One-time Funds	\$ 36,683.73
Fund 01	WASC (was FdRes 010031)	\$ 850.00
<b>Grand Total:</b>		<b>\$ 2,712,829.38</b>

Fund 09	Fund 09 One-Time Discretionary Funds	\$ 13,450.00
<b>Grand Total:</b>		<b>\$ 13,450.00</b>

Fund 12	Child Development: CA State Preschool Program	\$ 577.40
Fund 12	Child Development: CA State Preschool Program QRIS Block Grant RFA	\$ 772.06
<b>Grand Total:</b>		<b>\$ 1,349.46</b>

Fund 13	Child Nutrition: School Programs	\$ 120,876.55
<b>Grand Total:</b>		<b>\$ 120,876.55</b>

Fund 14	Fund 14 Deferred Maintenance Fund	\$ 3,989.59
<b>Grand Total:</b>		<b>\$ 3,989.59</b>

Fund 25	Fund 25 Valley P2P	\$ 3,892.00
Fund 25	Fund 25 Walker/Roosevelt Joint Use	\$ 2,500.00
Fund 25	Fund 25 Capital Facilities Fund	\$ 500.00
Fund 25	Fund 25 City Santa Ana Redevelopment	\$ 1,585.00
<b>Grand Total:</b>		<b>\$ 8,477.00</b>

Fund 26	Fund 26 Measure G Bond Series B	\$ 500.00
<b>Grand Total:</b>		<b>\$ 500.00</b>

Fund 40	Emergency Repair Program-Williams Case	\$ 27,122.66
Fund 40	Fund 40 Kitchen Remodeling	\$ 1,497.97
<b>Grand Total:</b>		<b>\$ 28,620.63</b>

Fund 68	Fund 68 Workers' Compensation	\$ 1,437.77
<b>Grand Total:</b>		<b>\$ 1,437.77</b>

Fund 69	Fund 69 Health & Welfare	\$ 190,000.00
<b>Grand Total:</b>		<b>\$ 190,000.00</b>

Fund 81	Fund 81 Property & Liability	\$ 5,425.26
<b>Grand Total:</b>		<b>\$ 5,425.26</b>

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

**Fund 01**

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
353656	30-Sep-2016	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	\$ 90.57
353654	30-Sep-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	DIAMOND ELEMENTARY SCHOOL	\$ 419.00
353659	30-Sep-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	CARVER ELEMENTARY SCHOOL	\$ 169.08
353740	04-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning	DIAMOND ELEMENTARY SCHOOL	\$ 16.19
353783	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	30-R2002-653 Before and After School Learning	EDISON ELEMENTARY SCHOOL	\$ 151.58
353808	05-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	EDISON ELEMENTARY SCHOOL	\$ 174.68
353809	05-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	GARFIELD ELEMENTARY SCHOOL	\$ 185.35
353813	05-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	HENINGER ELEMENTARY SCHOOL	\$ 645.21
353849	06-Oct-2016	CM SCHOOL SUPPLY	30-R2002-653 Before and After School Learning	VILLA FUNDAMENTAL INTERMEDIATE	\$ 249.87
353891	06-Oct-2016	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning	JACKSON ELEMENTARY SCHOOL	\$ 108.04
353920	07-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning	CARVER ELEMENTARY SCHOOL	\$ 118.94
353921	07-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning	THORPE FUNDAMENTAL ELEMENTARY	\$ 328.28
353923	07-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning	MADISON ELEMENTARY SCHOOL	\$ 56.41
353931	07-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning	SEPULVEDA ELEMENTARY SCHOOL	\$ 98.73
353932	07-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning	GREENVILLE FUNDAMENTAL ELEMENTARY	\$ 262.52
353942	07-Oct-2016	US TOY COMPANY CONSTRUCTIVE PLAYTHINGS	30-R2002-653 Before and After School Learning	ADAMS ELEMENTARY SCHOOL	\$ 36.95
353947	07-Oct-2016	PALOS SPORTS, INC.	30-R2002-653 Before and After School Learning	EDISON ELEMENTARY SCHOOL	\$ 340.12
353961	07-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	FRANKLIN ELEMENTARY SCHOOL	\$ 315.32
353977	10-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	WASHINGTON ELEMENTARY SCHOOL	\$ 23.99
353991	10-Oct-2016	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning	VILLA FUNDAMENTAL INTERMEDIATE	\$ 355.55
354004	10-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	SANTIAGO ELEMENTARY SCHOOL	\$ 401.85
354007	10-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	MONTE VISTA ELEMENTARY SCHOOL	\$ 227.35
354013	10-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	MADISON ELEMENTARY SCHOOL	\$ 358.11
354055	10-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	MADISON ELEMENTARY SCHOOL	\$ 50.76
354059	10-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	CARVER ELEMENTARY SCHOOL	\$ 125.08
354068	10-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning	WILSON ELEMENTARY SCHOOL	\$ 135.37
354070	10-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning	MARTIN ELEMENTARY SCHOOL	\$ 318.19
353544	28-Sep-2016	OFFICE DEPOT	AVID-OCDE Destination Graduation-High Schls	CENTURY HIGH SCHOOL	\$ 371.76
353915	07-Oct-2016	SAN DIEGO COUNTY OFFICE OF EDUCATION	Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 220.00
353649	30-Sep-2016	VEX ROBOTICS, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 793.42
353650	30-Sep-2016	SCHOOL OUTFITTERS, LLC	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 524.48
353869	06-Oct-2016	PROJECT TOMORROW	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 4,050.00
353938	07-Oct-2016	CUSTOMINK, LLC dba CUSTOMINK	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 868.27
353939	07-Oct-2016	RIDDELL	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 2,663.05
353950	07-Oct-2016	HENRY SCHEIN, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 5,261.54
354173	11-Oct-2016	APPLE, INC.	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 5,192.64
353724	03-Oct-2016	CONTROL TECHNOLOGIES WEST, INC.	California Clean Energy Jobs Act (Prop 39)	CONSTRUCTION	\$ 4,000.00
354121	11-Oct-2016	CUMMING CONSTRUCTION MANAGEMENT, INC.	California Clean Energy Jobs Act (Prop 39)	CONSTRUCTION	\$ 22,984.00
354131	11-Oct-2016	DAILY JOURNAL CORPORATION dba ORANGE	California Clean Energy Jobs Act (Prop 39)	CONSTRUCTION	\$ 364.00
354136	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	California Clean Energy Jobs Act (Prop 39)	PIO-PICO ELEMENTARY SCHOOL	\$ 1,000.00



PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354137	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	California Clean Energy Jobs Act (Prop 39)	KING ELEMENTARY SCHOOL	\$ 1,000.00
353540	28-Sep-2016	OFFICE DEPOT	Child Nutrition: Healthy Active Families	SPECIAL PROJECTS/WELLNESS	\$ 11.86
353600	29-Sep-2016	OFFICE DEPOT	Department of Rehab: Workability II, Transition	TRANSITION PROGRAMS	\$ 207.99
353729	03-Oct-2016	JESUSMYROCK.COM	Donations (Miscellaneous)	ROOSEVELT ELEMENTARY SCHOOL	\$ 3,782.70
353869	06-Oct-2016	PROJECT TOMORROW	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 4,050.00
353939	07-Oct-2016	RIDDELL	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 960.65
353985	10-Oct-2016	OFFICE DEPOT	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 160.13
354036	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 67.23
353845	05-Oct-2016	RAPTOR TECHNOLOGIES, LLC	Emergency Preparedness and Operations	RISK MANAGEMENT	\$ 28,800.00
353647	30-Sep-2016	CANNON SPORTS, INC.	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 330.16
353758	04-Oct-2016	KELLY PAPER COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 6,753.97
353770	04-Oct-2016	XEROX CORPORATION	Fund 01 General Fund	PUBLICATIONS	\$ 20,196.00
353816	05-Oct-2016	VERITIV OPERATING COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 5,010.39
353881	06-Oct-2016	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 1,600.56
353894	06-Oct-2016	VERITIV OPERATING COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 21,863.52
354032	10-Oct-2016	XEROX CORPORATION	Fund 01 General Fund	PUBLICATIONS	\$ 2,613.60
354063	10-Oct-2016	OFFICE DEPOT	Fund 01 General Fund	PUBLICATIONS	\$ 404.89
353779	05-Oct-2016	DEPARTMENT OF SOCIAL SERVICES	Head Start	CHILD DEVELOPMENT	\$ 921.00
353978	10-Oct-2016	OFFICE DEPOT	Head Start	CHILD DEVELOPMENT	\$ 518.04
353525	28-Sep-2016	MOBILE UNIFORMS	High School Inc.	VALLEY HIGH SCHOOL	\$ 2,694.00
353503	28-Sep-2016	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 49.12
353523	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 890.84
353537	28-Sep-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and	SEPULVEDA ELEMENTARY SCHOOL	\$ 146.20
353565	28-Sep-2016	SCHOLASTIC CLASSROOM MAGAZINES	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ -
353568	28-Sep-2016	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 11,449.39
353570	28-Sep-2016	APPLE, INC.	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 13,427.28
353572	28-Sep-2016	APPLE, INC.	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 2,775.60
353576	28-Sep-2016	DATAMATION SYSTEMS, INC.	IASA: Title I Basic Grants Low-Income and	GARFIELD ELEMENTARY SCHOOL	\$ 158.00
353580	29-Sep-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	IASA: Title I Basic Grants Low-Income and	SANTIAGO ELEMENTARY SCHOOL	\$ 217.34
353582	29-Sep-2016	COUGHLAN COMPANIES, INC. dba CAPSTONE	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 6,950.00
353583	29-Sep-2016	COUGHLAN COMPANIES, INC. dba CAPSTONE	IASA: Title I Basic Grants Low-Income and	KENNEDY ELEMENTARY SCHOOL	\$ 450.00
353584	29-Sep-2016	KEM VENTURES, INC.	IASA: Title I Basic Grants Low-Income and	CARVER ELEMENTARY SCHOOL	\$ 148.74
353589	29-Sep-2016	COUGHLAN COMPANIES, INC. dba CAPSTONE	IASA: Title I Basic Grants Low-Income and	DAVIS ELEMENTARY SCHOOL	\$ 8,950.00
353601	29-Sep-2016	WARE GROUP	IASA: Title I Basic Grants Low-Income and	VILLA FUNDAMENTAL INTERMEDIATE	\$ 2,275.00
353622	29-Sep-2016	CURRICULUM ASSOCIATES, LLC	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 773.18
353652	30-Sep-2016	MUSEUM OF SCIENCE	IASA: Title I Basic Grants Low-Income and	GARFIELD ELEMENTARY SCHOOL	\$ 433.35
353668	30-Sep-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 696.60
353676	30-Sep-2016	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and	SANTIAGO ELEMENTARY SCHOOL	\$ 135.37
353681	30-Sep-2016	SPARKLETT'S	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ 316.70
353683	30-Sep-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	IASA: Title I Basic Grants Low-Income and	GARFIELD ELEMENTARY SCHOOL	\$ 110.16
353684	30-Sep-2016	NEURON FUEL, INC. dba TYNKER	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 1,292.76

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
353690	30-Sep-2016	MORAN PRINTING, INC. dba EMPRINT/MORAN	IASA: Title I Basic Grants Low-Income and	FRANKLIN ELEMENTARY SCHOOL	\$ 413.03
353699	03-Oct-2016	NO EXCUSES UNIVERSITY	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 2,750.00
353700	03-Oct-2016	OCAD ASSOCIATION	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ -
353708	03-Oct-2016	BARNES & NOBLE BOOKSELLERS, INC.	IASA: Title I Basic Grants Low-Income and	SANTIAGO ELEMENTARY SCHOOL	\$ 1,513.51
353716	03-Oct-2016	EAI	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 470.84
353719	03-Oct-2016	CALIFORNIA READING ASSOCIATION	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ -
353725	03-Oct-2016	NASCO MODESTO dba A DIVISION OF THE	IASA: Title I Basic Grants Low-Income and	MARTIN ELEMENTARY SCHOOL	\$ 719.54
353754	04-Oct-2016	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ -
353755	04-Oct-2016	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 124.51
353764	04-Oct-2016	PREMIER AGENDAS, INC. dba PREMIER SCHOOL	IASA: Title I Basic Grants Low-Income and	EDISON ELEMENTARY SCHOOL	\$ 237.16
353772	04-Oct-2016	ORANGE COUNTY DEPARTMENT OF EDUCATION	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 534.00
353773	04-Oct-2016	ORANGE COUNTY DEPARTMENT OF EDUCATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 900.00
353793	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 2,138.27
353794	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 137.81
353826	05-Oct-2016	ORANGE COUNTY DEPARTMENT OF EDUCATION	IASA: Title I Basic Grants Low-Income and	SEGERSTROM HIGH SCHOOL	\$ 350.00
353827	05-Oct-2016	A. DALGGER & COMPANY, INC. dba ETA	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 5,595.41
353866	06-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and	VILLA FUNDAMENTAL INTERMEDIATE	\$ 42,857.55
353868	06-Oct-2016	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 1,386.72
353874	06-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and	ROOSEVELT ELEMENTARY SCHOOL	\$ 7,725.23
353875	06-Oct-2016	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and	SPURGEON INTERMEDIATE SCHOOL	\$ 390.37
353876	06-Oct-2016	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and	SPURGEON INTERMEDIATE SCHOOL	\$ 1,653.37
353883	06-Oct-2016	TURNITIN, LLC	IASA: Title I Basic Grants Low-Income and	CENTURY HIGH SCHOOL	\$ 5,392.28
353890	06-Oct-2016	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and	GARFIELD ELEMENTARY SCHOOL	\$ 518.40
353896	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	LOWELL ELEMENTARY SCHOOL	\$ 24,200.00
353897	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	KING ELEMENTARY SCHOOL	\$ 15,400.00
353899	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	ESQUEDA ELEMENTARY SCHOOL	\$ 28,800.00
353900	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	ROOSEVELT ELEMENTARY SCHOOL	\$ 13,400.00
353901	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	MONTE VISTA ELEMENTARY SCHOOL	\$ 13,400.00
353902	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	MONROE ELEMENTARY SCHOOL	\$ 8,800.00
353903	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	KENNEDY ELEMENTARY SCHOOL	\$ 4,600.00
353904	07-Oct-2016	WENGER CORPORATION	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 1,296.00
353917	07-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and	ENGLISH LEARNER PROGRAMS & STUDENT	\$ 1,535.87
353928	07-Oct-2016	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and	FREMONT ELEMENTARY SCHOOL	\$ 322.11
353934	07-Oct-2016	SPINITAR, INC.	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ 1,230.33
353937	07-Oct-2016	GOPHER	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 665.65
353943	07-Oct-2016	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and	SPURGEON INTERMEDIATE SCHOOL	\$ 345.97
353953	07-Oct-2016	EAI	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 356.24
353955	07-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and	KENNEDY ELEMENTARY SCHOOL	\$ 1,163.16
353956	07-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and	MCFADDEN INTERMEDIATE SCHOOL	\$ 583.29
353958	07-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and	GREENVILLE FUNDAMENTAL ELEMENTARY	\$ 279.38

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
353974	10-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 1,166.40
353976	10-Oct-2016	CMC-SOUTH	IASA: Title I Basic Grants Low-Income and	MCFADDEN INTERMEDIATE SCHOOL	\$ 660.00
353980	10-Oct-2016	BONNIE STEELE dba MEET THE MASTERS, INC.	IASA: Title I Basic Grants Low-Income and	GREENVILLE FUNDAMENTAL ELEMENTARY	\$ 5,620.60
353982	10-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	DAVIS ELEMENTARY SCHOOL	\$ 9,200.00
353984	10-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 4,600.00
353986	10-Oct-2016	COAST 2 COAST COACHING, LLC	IASA: Title I Basic Grants Low-Income and	ROMERO-CRUZ ELEMENTARY SCHOOL	\$ 4,560.00
353988	10-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and	LOWELL ELEMENTARY SCHOOL	\$ 645.84
353990	10-Oct-2016	BARNES & NOBLE BOOKSELLERS, INC.	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ 1,681.77
353998	10-Oct-2016	W T COX SUBSCRIPTIONS, INC.	IASA: Title I Basic Grants Low-Income and	KING ELEMENTARY SCHOOL	\$ 270.64
354008	10-Oct-2016	CURRICULUM ASSOCIATES, LLC	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 941.85
354023	10-Oct-2016	PARTY PRO RENTAL CENTER	IASA: Title I Basic Grants Low-Income and	ENGLISH LEARNER PROGRAMS & STUDENT	\$ 8,000.00
354028	10-Oct-2016	OneOC	IASA: Title I Basic Grants Low-Income and	GARFIELD ELEMENTARY SCHOOL	\$ 5,500.00
354052	10-Oct-2016	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and	FRANKLIN ELEMENTARY SCHOOL	\$ 724.14
354067	10-Oct-2016	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 277.02
354080	10-Oct-2016	KYOCERA DOCUMENT SOLUTIONS	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 269.46
354088	10-Oct-2016	ACHIEVE3000, INC. / SMARTY ANTS, INC.	IASA: Title I Basic Grants Low-Income and	TAFT ELEMENTARY SCHOOL	\$ 5,000.00
354092	10-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and	JACKSON ELEMENTARY SCHOOL	\$ 1,323.00
354093	10-Oct-2016	SCHOLASTIC MAGAZINES	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 170.10
354094	10-Oct-2016	SCHOLASTIC MAGAZINES	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 170.10
354097	10-Oct-2016	SCHOLASTIC MAGAZINES	IASA: Title I Basic Grants Low-Income and	HEROES ELEMENTARY SCHOOL	\$ 170.10
354098	10-Oct-2016	COUGHLAN COMPANIES, INC. dba CAPSTONE	IASA: Title I Basic Grants Low-Income and	ROOSEVELT ELEMENTARY SCHOOL	\$ 7,506.00
354103	10-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 3,728.66
354107	10-Oct-2016	COSOGO, LLC dba UZIBULL	IASA: Title I Basic Grants Low-Income and	ESQUEDA ELEMENTARY SCHOOL	\$ 2,872.80
354109	10-Oct-2016	STARFALL EDUCATION FOUNDATION	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 291.60
354127	11-Oct-2016	CALIFORNIA SCIENCE CENTER	IASA: Title I Basic Grants Low-Income and	WALKER ELEMENTARY SCHOOL	\$ 605.75
354146	11-Oct-2016	UNITED STATES ACADEMIC DECATHLON	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ 1,621.78
354158	11-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	MARTIN ELEMENTARY SCHOOL	\$ 15,400.00
354159	11-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	MARTIN ELEMENTARY SCHOOL	\$ -
354160	11-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title I Basic Grants Low-Income and	MADISON ELEMENTARY SCHOOL	\$ 30,800.00
354175	11-Oct-2016	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and	ENGLISH LEARNER PROGRAMS & STUDENT	\$ 1,768.69
354180	11-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and	ENGLISH LEARNER PROGRAMS & STUDENT	\$ 1,213.33
354181	11-Oct-2016	SCHOOL OUTFITTERS, LLC	IASA: Title I Basic Grants Low-Income and	ESQUEDA ELEMENTARY SCHOOL	\$ 604.50
354182	11-Oct-2016	SCHOOL OUTFITTERS, LLC	IASA: Title I Basic Grants Low-Income and	ROOSEVELT ELEMENTARY SCHOOL	\$ 115.74
354183	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	CENTURY HIGH SCHOOL	\$ 491.66
354183	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	LATHROP INTERMEDIATE SCHOOL	\$ 491.67
354183	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ 491.67
354183	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	SANTA ANA HIGH SCHOOL	\$ 491.66
354183	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	VILLA FUNDAMENTAL INTERMEDIATE	\$ 491.67
354184	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	CENTURY HIGH SCHOOL	\$ 491.67
354184	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	LATHROP INTERMEDIATE SCHOOL	\$ 491.66
354184	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ 491.66

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354184	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	SANTA ANA HIGH SCHOOL	\$ 491.67
354184	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	VILLA FUNDAMENTAL INTERMEDIATE	\$ 491.67
354185	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	CENTURY HIGH SCHOOL	\$ 491.67
354185	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	LATHROP INTERMEDIATE SCHOOL	\$ 491.67
354185	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	SADDLEBACK HIGH SCHOOL	\$ 491.67
354185	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	SANTA ANA HIGH SCHOOL	\$ 491.67
354185	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	IASA: Title I Basic Grants Low-Income and	VILLA FUNDAMENTAL INTERMEDIATE	\$ 491.66
354187	11-Oct-2016	CDW GOVERNMENT, INC.	IASA: Title I Basic Grants Low-Income and	HENINGER ELEMENTARY SCHOOL	\$ 582.12
353579	29-Sep-2016	WESTERN ASSOCIATION OF SCHOOLS AND	LCFF-Supplemental/Concentration	REACH ACADEMY	\$ 700.00
353585	29-Sep-2016	RENAISSANCE LEARNING, INC.	LCFF-Supplemental/Concentration	TECHNOLOGY	\$ 39,311.22
353712	03-Oct-2016	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$ 12,304.68
353759	04-Oct-2016	CDW GOVERNMENT, INC.	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 3,913.92
353865	06-Oct-2016	BRIGHTBYTES, INC.	LCFF-Supplemental/Concentration	TECHNOLOGY	\$ 92,658.23
353871	06-Oct-2016	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$ 7,909.91
353873	06-Oct-2016	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$ 1,754.94
354012	10-Oct-2016	WEST MUSIC	LCFF-Supplemental/Concentration	VISUAL & PERFORMING ARTS	\$ 85.26
354049	10-Oct-2016	PLAYERS CHOICE	LCFF-Supplemental/Concentration	SPECIAL PROJECTS/WELLNESS	\$ 200.00
354050	10-Oct-2016	AVID CENTER	LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 167,820.00
354064	10-Oct-2016	OFFICE DEPOT	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 103.13
354161	11-Oct-2016	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$ 7,928.65
353745	04-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 101.95
353767	04-Oct-2016	PEARSON ED, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 1,767.34
353775	05-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 11,544.99
353777	05-Oct-2016	MCGRW-HILL EDUCATION, INC. dba MCGRW-HILL	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 1,664.06
354014	10-Oct-2016	VISTA HIGHER LEARNING	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 3,464.53
354034	10-Oct-2016	PEARSON ED, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 181.35
354117	11-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 733.54
353734	03-Oct-2016	LOS ANGELES COUNTY OFFICE OF EDUCATION	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	\$ 2,000.00
353963	07-Oct-2016	SCIENCE@OC	NCLB: Title II, Part B, CA Mathematics and	K-12 TEACHING AND LEARNING	\$ 117,140.00
353971	10-Oct-2016	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and	K-12 TEACHING AND LEARNING	\$ 86.23
353697	03-Oct-2016	BOOMERANG PROJECT	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 475.00
353851	06-Oct-2016	SOUTHERN CALIFORNIA VOCAL ASSOCIATION	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 75.00
353967	10-Oct-2016	ANTONIO OROZCO dba DISCIPLINA POSITIVA, INC.	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 8,000.00
354060	10-Oct-2016	CMC-SOUTH	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 1,100.00
354112	11-Oct-2016	EDUCATIONAL POLICY IMPROVEMENT CENTER	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 349,000.00
354178	11-Oct-2016	DIGITAL MAGIC SIGNS, INC.	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 13,459.13
353560	28-Sep-2016	NJROTC CORONADO HIGH SCHOOL	NJROTC	SADDLEBACK HIGH SCHOOL	\$ 100.00
353561	28-Sep-2016	TROY HIGH SCHOOL NJROTC BOOSTER CLUB	NJROTC	SADDLEBACK HIGH SCHOOL	\$ 100.00
353562	28-Sep-2016	CHAPARRAL HIGH SCHOOL NJROTC	NJROTC	SADDLEBACK HIGH SCHOOL	\$ 120.00
353695	30-Sep-2016	CROSMAN CORPORATION	NJROTC	SADDLEBACK HIGH SCHOOL	\$ 5,330.34
353778	05-Oct-2016	UNIQUE CLEANERS AND DRYERS	NJROTC	SADDLEBACK HIGH SCHOOL	\$ 1,480.00

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353576	28-Sep-2016	DATAMATION SYSTEMS, INC.	One-Time Discretionary Funds	GARFIELD ELEMENTARY SCHOOL	\$ 2,322.00
353583	29-Sep-2016	COUGHLAN COMPANIES, INC. dba CAPSTONE	One-Time Discretionary Funds	KENNEDY ELEMENTARY SCHOOL	\$ 8,500.00
353626	29-Sep-2016	WOODWIND AND BRASSWIND	One-Time Discretionary Funds	SANTIAGO ELEMENTARY SCHOOL	\$ 7,744.68
353643	29-Sep-2016	APPLE, INC.	One-Time Discretionary Funds	GARFIELD ELEMENTARY SCHOOL	\$ 16,080.48
353918	07-Oct-2016	LAKESHORE LEARNING MATERIALS	One-Time Discretionary Funds	MUIR FUNDAMENTAL ELEMENTARY	\$ 228.66
353927	07-Oct-2016	LAKESHORE LEARNING MATERIALS	One-Time Discretionary Funds	MUIR FUNDAMENTAL ELEMENTARY	\$ 214.85
353997	10-Oct-2016	MYLOCKERCOM, LLC dba MYLOCKER.NET	One-Time Discretionary Funds	MCFADDEN INTERMEDIATE SCHOOL	\$ 2,000.00
354053	10-Oct-2016	CONCEPTS SCHOOL AND OFFICE FURNISHINGS	One-Time Discretionary Funds	VILLA FUNDAMENTAL INTERMEDIATE	\$ 30,890.16
354058	10-Oct-2016	SUNRISE HITEK GROUP, LLC	One-Time Discretionary Funds	MACARTHUR FUNDAMENTAL	\$ 18,361.13
354079	10-Oct-2016	CAROLINA BIOLOGICAL SUPPLY COMPANY	One-Time Discretionary Funds	WILLARD INTERMEDIATE SCHOOL	\$ 12,033.36
354087	10-Oct-2016	VIRCO, INC.	One-Time Discretionary Funds	MUIR FUNDAMENTAL ELEMENTARY	\$ 3,457.21
354172	11-Oct-2016	SIGNS PLUS, NEW IDEAS-NEW TECHNOLOGY, INC.	One-Time Discretionary Funds	HARVEY ELEMENTARY SCHOOL	\$ 14,749.00
354177	11-Oct-2016	GOVCONNECTION	One-Time Discretionary Funds	MACARTHUR FUNDAMENTAL	\$ 1,601.13
354186	11-Oct-2016	WARE GROUP	One-Time Discretionary Funds	THORPE FUNDAMENTAL ELEMENTARY	\$ 14,000.00
354188	11-Oct-2016	COUGHLAN COMPANIES, INC. dba CAPSTONE	One-Time Discretionary Funds	THORPE FUNDAMENTAL ELEMENTARY	\$ 8,950.00
354189	11-Oct-2016	EXPLORE LEARNING	One-Time Discretionary Funds	THORPE FUNDAMENTAL ELEMENTARY	\$ 3,395.00
354190	11-Oct-2016	NEWSOLA, INC.	One-Time Discretionary Funds	THORPE FUNDAMENTAL ELEMENTARY	\$ 4,200.00
353485	28-Sep-2016	WEATHERPROOFING TECHNOLOGIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,910.00
353487	28-Sep-2016	WEATHERPROOFING TECHNOLOGIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 710.00
353488	28-Sep-2016	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,475.00
353489	28-Sep-2016	RITEWAY AUTO PAINT & BODYWORKS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,514.24
353498	28-Sep-2016	ALLSTAR PAVING COMPANY, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,979.00
353513	28-Sep-2016	INTERIOR MANAGEMENT, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 994.40
353514	28-Sep-2016	BSN SPORTS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 850.00
353515	28-Sep-2016	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,200.00
353516	28-Sep-2016	SPORTS FACILITIES GROUP, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,475.00
353547	28-Sep-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,770.00
353548	28-Sep-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,275.00
353549	28-Sep-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,495.00
353551	28-Sep-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,515.00
353552	28-Sep-2016	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,230.80
353630	29-Sep-2016	MIKE J. MANCE dba STEAMX, LLC	Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 627.69
353633	29-Sep-2016	SIMS ORANGE WELDING SUPPLY	Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 387.61
353634	29-Sep-2016	MIKE J. MANCE dba STEAMX, LLC	Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 1,734.52
353644	30-Sep-2016	PRB CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 18,100.00
353651	30-Sep-2016	INTERIOR MANAGEMENT, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,316.74
353655	30-Sep-2016	COMWEST CONSTRUCTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,325.00
353658	30-Sep-2016	MINUTEMAN INDUSTRIES, INC. dba MINUTEMAN	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,057.50
353660	30-Sep-2016	INTERIOR MANAGEMENT, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,450.00
353662	30-Sep-2016	OPERATION CLEAN SLATE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,425.00
353663	30-Sep-2016	OPERATION CLEAN SLATE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,425.00

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353665	30-Sep-2016	OPERATION CLEAN SLATE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,425.00
353666	30-Sep-2016	OPERATION CLEAN SLATE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,750.00
353672	30-Sep-2016	PRECISION CONCRETE CUTTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 927.81
353680	30-Sep-2016	GOVCONNECTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,181.94
353768	04-Oct-2016	WESTERN WATERPROOFING COMPANY, INC. dba	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,600.00
353771	04-Oct-2016	ALLSTAR PAVING CO., INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 975.00
353811	05-Oct-2016	RESA POWER SOLUTIONS- TRANSFORMER SERVICES,	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,963.76
353814	05-Oct-2016	PROFESSIONAL TURF SPECIALTIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,780.00
353815	05-Oct-2016	PROFESSIONAL TURF SPECIALTIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 9,666.00
353830	05-Oct-2016	THOMPSON ENGINEERING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,359.52
353831	05-Oct-2016	AMERICAN TIME & SIGNAL CO.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,367.98
353832	05-Oct-2016	AMERICAN TIME & SIGNAL CO.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,077.67
353841	05-Oct-2016	SPECIALTY EQUIPMENT CO.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 702.00
353843	05-Oct-2016	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 237.82
353844	05-Oct-2016	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 9,556.84
353846	06-Oct-2016	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 8,793.74
353847	06-Oct-2016	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 13,253.77
353853	06-Oct-2016	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 13,163.18
353892	06-Oct-2016	HUGO'S CUSTOM SHEET METAL, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,400.00
353983	10-Oct-2016	INTERIOR MANAGEMENT, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,996.00
354010	10-Oct-2016	CLARK SECURITY PRODUCTS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,863.00
354037	10-Oct-2016	H I SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 638.33
354078	10-Oct-2016	KYA SERVICES, LLC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 85,095.00
354083	10-Oct-2016	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 584.48
354128	11-Oct-2016	H I SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,000.00
354145	11-Oct-2016	CLARK SECURITY PRODUCTS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 125.00
354149	11-Oct-2016	FERGUSON ENTERPRISES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 6,038.40
354150	11-Oct-2016	WEATHERITE CORPORATION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 773.06
354151	11-Oct-2016	GORLITZ SEWER & DRAIN, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 51.85
354152	11-Oct-2016	CH20, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 114.78
354153	11-Oct-2016	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 896.26
354154	11-Oct-2016	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 823.67
354155	11-Oct-2016	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,529.03
353866	06-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,726.74
353674	30-Sep-2016	LAKESHORE LEARNING MATERIALS	PLTW (Project Lead The Way, Inc.)	VILLA FUNDAMENTAL INTERMEDIATE	\$ 491.45
353763	04-Oct-2016	GOVCONNECTION	Saturday Attendance Recovery Program (WIN)	JACKSON ELEMENTARY SCHOOL	\$ 54.51
353765	04-Oct-2016	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Saturday Attendance Recovery Program (WIN)	LINCOLN ELEMENTARY SCHOOL	\$ 350.41
354040	10-Oct-2016	CDW GOVERNMENT, INC.	Saturday Attendance Recovery Program (WIN)	LINCOLN ELEMENTARY SCHOOL	\$ 8,789.10
354047	10-Oct-2016	HADASA'S D SIGNS & T-SHIRTS	Saturday Attendance Recovery Program (WIN)	LINCOLN ELEMENTARY SCHOOL	\$ 853.20
353529	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	\$ 64.78
353491	28-Sep-2016	ORIENTAL TRADING COMPANY, INC.	Special Ed: IDEA Preschool Grants,	MITCHELL CHILD DEVELOPMENT CENTER	\$ 21.31

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353506	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Ed: IDEA Preschool Grants,	MITCHELL CHILD DEVELOPMENT CENTER	\$ 44.08
353678	30-Sep-2016	CONSTRUCTIVE PLAYTHINGS	Special Ed: IDEA Preschool Grants,	MITCHELL CHILD DEVELOPMENT CENTER	\$ 276.21
353886	06-Oct-2016	FLAGHOUSE, INC.	Special Ed: IDEA Preschool Grants,	MITCHELL CHILD DEVELOPMENT CENTER	\$ 238.68
353924	07-Oct-2016	LAKESHORE LEARNING MATERIALS	Special Ed: IDEA Preschool Grants,	MITCHELL CHILD DEVELOPMENT CENTER	\$ 428.86
353912	07-Oct-2016	CRISIS PREVENTION INSTITUTE, INC.	Special Ed: Mental Health Services	SPECIAL EDUCATION	\$ 2,670.00
353494	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Special Education	SPECIAL EDUCATION	\$ 93.04
353499	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 133.34
353500	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 92.32
353502	28-Sep-2016	LAW OFFICES OF MAUREEN GRAVES	Special Education	SPECIAL EDUCATION	\$ 5,000.00
353504	28-Sep-2016	BRIAN SCIACCA dba BRIAN R. SCIACCA, ATTORNEY	Special Education	SPECIAL EDUCATION	\$ 3,500.00
353505	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	TAFT ELEMENTARY SCHOOL	\$ 203.08
353511	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 1,440.50
353522	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 137.35
353528	28-Sep-2016	OFFICE DEPOT	Special Education	SPEECH & LANGUAGE	\$ 111.23
353535	28-Sep-2016	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 68.68
353539	28-Sep-2016	OFFICE DEPOT	Special Education	GARFIELD ELEMENTARY SCHOOL	\$ 13.33
353543	28-Sep-2016	OFFICE DEPOT	Special Education	TAFT ELEMENTARY SCHOOL	\$ 24.36
353557	28-Sep-2016	OFFICE DEPOT	Special Education	SPEECH & LANGUAGE	\$ 83.69
353563	28-Sep-2016	OCDE/AP IN THE OC	Special Education	SPECIAL EDUCATION	\$ 150.00
353598	29-Sep-2016	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 203.18
353602	29-Sep-2016	OFFICE DEPOT	Special Education	VALLEY HIGH SCHOOL	\$ 230.82
353603	29-Sep-2016	OFFICE DEPOT	Special Education	VALLEY HIGH SCHOOL	\$ 38.98
353611	29-Sep-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 400.68
353612	29-Sep-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 860.73
353614	29-Sep-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 342.30
353624	29-Sep-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 190.08
353625	29-Sep-2016	SUPER DUPEL PUBLICATIONS	Special Education	SPEECH & LANGUAGE	\$ 760.32
353627	29-Sep-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 100.44
353670	30-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	GARFIELD ELEMENTARY SCHOOL	\$ 46.14
353675	30-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 151.77
353677	30-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	TAFT ELEMENTARY SCHOOL	\$ 209.21
353682	30-Sep-2016	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 3,463.64
353701	03-Oct-2016	ACTIVE PARENTING PUBLISHERS	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 1,108.35
353704	03-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Special Education	SPECIAL EDUCATION	\$ 111.39
353707	03-Oct-2016	INJOY PRODUCTIONS, INC.	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 2,544.82
353785	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Special Education	SEGERSTROM HIGH SCHOOL	\$ 152.41
353810	05-Oct-2016	OFFICE DEPOT	Special Education	GARFIELD ELEMENTARY SCHOOL	\$ 146.88
353916	07-Oct-2016	WESLEY GARLICK dba ECONOMOU LAW GROUP,	Special Education	SPECIAL EDUCATION	\$ 3,500.00
353922	07-Oct-2016	LAKESHORE LEARNING MATERIALS	Special Education	ESQUEDA ELEMENTARY SCHOOL	\$ 82.07
353929	07-Oct-2016	LAKESHORE LEARNING MATERIALS	Special Education	JACKSON ELEMENTARY SCHOOL	\$ 130.26
353944	07-Oct-2016	THERAPRO	Special Education	SPECIAL EDUCATION	\$ 76.09



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353945	07-Oct-2016	THERAPRO	Special Education	SPECIAL EDUCATION	\$ 129.32
353946	07-Oct-2016	AARDVARK CLAY AND SUPPLIES, INC.	Special Education	TAFT ELEMENTARY SCHOOL	\$ 37.80
353951	07-Oct-2016	DYNATRONICS CORPORATION	Special Education	SPECIAL EDUCATION	\$ 2,320.92
353957	07-Oct-2016	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 51.34
354005	10-Oct-2016	LAKESHORE LEARNING MATERIALS	Special Education	SPECIAL EDUCATION	\$ 287.20
354006	10-Oct-16	PROCARE ONE NURSES, LLC	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	\$ 16,000.00
354025	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Special Education	SEGERSTROM HIGH SCHOOL	\$ 110.94
354027	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Special Education	SEGERSTROM HIGH SCHOOL	\$ 268.89
354041	10-Oct-2016	APPLE, INC.	Special Education	SPECIAL EDUCATION	\$ 820.32
354090	10-Oct-2016	OFFICE DEPOT	Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 73.65
353575	28-Sep-2016	WESTED	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 550.00
353686	30-Sep-2016	ROBERTO ZAVALA dba GALAXY PARTY RENTALS	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 712.25
353867	06-Oct-2016	SOFTCHOICE CORPORATION	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 94.39
353895	07-Oct-2016	FOCUS CARE, INC. dba FEV TUTOR, INC.	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 109,000.00
354183	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 491.67
354184	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 491.67
354185	11-Oct-2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 491.66
353714	03-Oct-2016	TEXTHELP, INC.	Title III Limited English Proficiency LEP Student	ENGLISH LEARNER PROGRAMS & STUDENT	\$ 427.68
353821	05-Oct-2016	OCTA	Title III Limited English Proficiency LEP Student	ENGLISH LEARNER PROGRAMS & STUDENT	\$ 12,000.00
353829	05-Oct-2016	OPUS MATH COMPANY	Title III Limited English Proficiency LEP Student	ENGLISH LEARNER PROGRAMS & STUDENT	\$ 1,691.28
353531	28-Sep-2016	LINDA J. DIAMOND	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ 10,500.00
353731	03-Oct-2016	CSTA	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ -
354116	11-Oct-2016	SOLUTION TREE, INC.	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 4,543.00
354156	11-Oct-2016	INACOL BLENDED AND ONLINE LEARNING	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ 2,340.00
353587	29-Sep-2016	IVS COMPUTER TECHNOLOGY	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 3,239.68
353605	29-Sep-2016	BRETFORD MANUFACTURING	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 4,365.36
353629	29-Sep-2016	SPHERO, INC.	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 10,258.65
353732	03-Oct-2016	MICRO CENTER	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 1,500.00
353743	04-Oct-2016	CALIFORNIA SCHOOL LIBRARY ASSOCIATION	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 75.00
353824	05-Oct-2016	CALIFORNIA EDUCATIONAL TECHNICAL	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	\$ 1,515.00
353842	05-Oct-2016	INTERLINE BRANDS, INC. dba SUPPLYWORKS	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	\$ 470.88
353637	29-Sep-2016	CONSTITUTIONAL RIGHTS FOUNDATION OF ORANGE	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,100.00
353637	29-Sep-2016	CONSTITUTIONAL RIGHTS FOUNDATION OF ORANGE	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,100.00
353638	29-Sep-2016	PROJECT LEAD THE WAY, INC.	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,200.00
353679	30-Sep-2016	POCKET NURSE ENTERPRISES, INC.	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 370.22
353687	30-Sep-2016	POCKET NURSE ENTERPRISES, INC.	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 686.06
353709	03-Oct-2016	CALIFORNIANS DEDICATED TO EDUCATION	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,280.00
353780	05-Oct-2016	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 2,474.00
353964	07-Oct-2016	GREGORY ZINK dba TAHOE IMPORT AUTO	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 739.49
354054	10-Oct-2016	APPLE, INC.	Unrestricted - Regional Occupational Center Prog	REGIONAL OCCUPATIONAL PROGRAM	\$ 6,490.80
353484	28-Sep-2016	ORANGE COAST LEAGUE	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 2,500.00



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353486	28-Sep-2016	SIGNATURE CELEBRATIONS	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WEELLNESS	\$ 189.00
353490	28-Sep-2016	DELTA EDUCATION, INC.	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 169.34
353492	28-Sep-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 548.10
353493	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 10.89
353495	28-Sep-2016	UNITED PARCEL SERVICE	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 60.87
353496	28-Sep-2016	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 336.80
353497	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 177.67
353501	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 33.85
353508	28-Sep-2016	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 183.64
353510	28-Sep-2016	THE DOMINIC COREA LIMITED PARTNERHSIP dba	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 3,525.00
353512	28-Sep-2016	SOUTHWEST MATERIAL HANDLING, INC. dba	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 565.32
353517	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	\$ 99.32
353518	28-Sep-2016	GOLD COAST FENCE, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 2,930.00
353519	28-Sep-2016	GOLD COAST FENCE, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 3,110.00
353524	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 7.01
353526	28-Sep-2016	STAGE ACCENTS	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 1,309.00
353527	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 92.00
353530	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 41.03
353532	28-Sep-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 29.14
353533	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 71.69
353534	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 107.67
353536	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 191.23
353538	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 31.42
353541	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	PAYROLL DEPARTMENT	\$ 119.48
353542	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 217.05
353545	28-Sep-2016	SCHOLASTIC ACTION	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 206.25
353545	28-Sep-2016	SCHOLASTIC ACTION	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 33.00
353546	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 114.47
353550	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 26.90
353553	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	\$ 1,012.37
353555	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 122.32
353556	28-Sep-2016	ORANGE COUNTY MONSTERCARTS, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 2,000.00
353558	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 24.77
353559	28-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	\$ 1,951.41
353564	28-Sep-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 48,306.67
353567	28-Sep-2016	GOVCONNECTION	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 53.65
353569	28-Sep-2016	VILLAGE NURSERIES, L.P.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 219.48
353571	28-Sep-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 3,844.80
353573	28-Sep-2016	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 1,255.50
353577	29-Sep-2016	KYOCERA DOCUMENT SOLUTIONS	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL	\$ 614.30
353578	29-Sep-2016	CAROLINA BIOLOGICAL SUPPLY COMPANY	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	\$ 60.16

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353581	29-Sep-2016	TRIARCO ARTS AND CRAFTS, LLC dba TRIARCO ARTS	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 157.14
353586	29-Sep-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 169.58
353590	29-Sep-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 162.26
353592	29-Sep-2016	DEMCO	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 186.74
353594	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 513.63
353595	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 5.38
353596	29-Sep-2016	FISCAL & CRISIS MANAGEMENT ASSISTANCE TEAM	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ -
353597	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 164.80
353599	29-Sep-2016	KERN COUNTY SUPERINTENDENT OF SCHOOLS	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$ 3,876.02
353604	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 232.81
353607	29-Sep-2016	MUSIC AND ARTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 1,614.99
353607	29-Sep-2016	MUSIC AND ARTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 129.20
353608	29-Sep-2016	SOS SURVIVAL PRODUCTS	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 426.11
353609	29-Sep-2016	SOS SURVIVAL PRODUCTS	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	\$ 1,409.13
353610	29-Sep-2016	BIO CORPORATION dba BIO COMPANY, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 587.22
353613	29-Sep-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	\$ 81.52
353615	29-Sep-2016	REALITYWORKS, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 316.44
353616	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 23.59
353617	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 215.98
353618	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE	\$ 1,834.16
353619	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 25.33
353620	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 209.55
353621	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE	\$ 1,364.31
353623	29-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 589.46
353628	29-Sep-2016	MACIE PUBLISHING COMPANY	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ -
353631	29-Sep-2016	CITY OF SANTA ANA	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 1,290.18
353632	29-Sep-2016	CITY OF SANTA ANA	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 3,632.33
353640	29-Sep-2016	CITY OF SANTA ANA	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 903.38
353641	29-Sep-2016	BREA OLINDA HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 350.00
353648	30-Sep-2016	WARD'S NATURAL SCIENCE	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 469.80
353653	30-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 24.30
353657	30-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY	\$ 46.48
353661	30-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 306.32
353664	30-Sep-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 24.83
353673	30-Sep-2016	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 63.58
353688	30-Sep-2016	CULVER NEWLIN, INC.	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 1,021.68
353689	30-Sep-2016	LISA FAWN BARSAMIAN dba OFFICE SEATING	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 962.28
353692	30-Sep-2016	SCHOOL OUTFITTERS, LLC	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 1,599.19
353698	03-Oct-2016	OCSBA	Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 35.00
353702	03-Oct-2016	SCHOOL SPECIALTY/CLASSROOM DIRECT	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 203.65
353703	03-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 471.87

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353705	03-Oct-2016	SCVA	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	\$ 75.00
353710	03-Oct-2016	NMK CORPORATION dba IPTELSUPPORT	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 10,000.00
353713	03-Oct-2016	BMI EDUCATIONAL SERVICES	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	\$ 504.06
353717	03-Oct-2016	CPM CORE CONNECTIONS	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 390.39
353718	03-Oct-2016	COMMUNITY HEALTH INITIATIVE OF ORANGE	Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 150.00
353720	03-Oct-2016	CALIFORNIA COALITION OF EARLY & MIDDLE	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,470.00
353721	03-Oct-2016	MACIE PUBLISHING COMPANY	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 218.70
353728	03-Oct-2016	SCHOLASTIC ACTION	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 91.54
353728	03-Oct-2016	SCHOLASTIC ACTION	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 1,017.20
353730	03-Oct-2016	SKILLPATH SEMINAR	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 149.00
353733	03-Oct-2016	CETPA	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 1,010.00
353737	04-Oct-2016	WINTER GUARD ASSOCIATION OF SOUTHERN	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 635.00
353738	04-Oct-2016	SUBLIME PROMOTIONS, LLC dba BUYSHADE.COM	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 911.52
353739	04-Oct-2016	DELHI COMMUNITY CENTER	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 3,757.50
353744	04-Oct-2016	OXFORD ACADEMY HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 475.00
353746	04-Oct-2016	BERTRAND'S MUSIC ENTERPRISES	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	\$ 3,500.00
353747	04-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 104.19
353748	04-Oct-2016	OLIVIA MACIAS dba OLIS FLOWERS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 2,737.80
353749	04-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 2,948.12
353750	04-Oct-2016	GOVCONNECTION	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 2.54
353751	04-Oct-2016	GOVCONNECTION	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 19.70
353752	04-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 131.85
353753	04-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 3,132.65
353756	04-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 3,879.84
353757	04-Oct-2016	GOVCONNECTION	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 1,741.80
353760	04-Oct-2016	APPLE, INC.	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	\$ 8,319.60
353761	04-Oct-2016	APPLE, INC.	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 4,633.15
353762	04-Oct-2016	GOVCONNECTION	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 159.93
353766	04-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 2,137.49
353774	04-Oct-2016	NATIONAL COUNCIL TEACHERS OF MATHEMATICS	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 380.00
353776	05-Oct-2016	SANTA ANA VALLEY HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 125.00
353781	05-Oct-2016	CALIFORNIANS DEDICATED TO EDUCATION	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 2,280.00
353782	05-Oct-2016	LINDSAY UNIFIED SCHOOL DISTRICT	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 640.00
353784	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	\$ 174.83
353786	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 61.55
353787	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 17.70
353788	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	\$ 103.64
353789	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 146.79
353790	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 68.93
353791	05-Oct-2016	SCHOLASTIC CLASSROOM MAGAZINES	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 145.86
353792	05-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 139.79

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353795	05-Oct-2016	JAMIL MAMDANI dba SOCIAL TEAM SPORTS	Unrestricted Discretionary Accounts	SADDEBACK HIGH SCHOOL	\$ 1,164.19
353796	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 22.65
353797	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 199.11
353798	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 80.54
353799	05-Oct-2016	NATIONAL STUDENT CLEARINGHOUSE	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 3,400.00
353800	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 374.88
353801	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 416.48
353802	05-Oct-2016	KATELLA HIGH SCHOOL	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 400.00
353803	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 237.58
353803	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 237.58
353804	05-Oct-2016	BSN SPORTS	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 5,000.00
353805	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 72.52
353807	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 647.99
353812	05-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 231.88
353818	05-Oct-2016	NASCO MODESTO dba A DIVISION OF THE	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 789.73
353820	05-Oct-2016	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 182.19
353822	05-Oct-2016	JONES SCHOOL SUPPLY CO., INC.	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY	\$ 587.41
353823	05-Oct-2016	REALLY GOOD STUFF, INC.	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY	\$ 442.98
353828	05-Oct-2016	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	WILSON ELEMENTARY SCHOOL	\$ 1,000.00
353833	05-Oct-2016	ZUMA OFFICE SUPPLY	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 290.63
353836	05-Oct-2016	DEMCO	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	\$ 49.94
353837	05-Oct-2016	SONIC SYSTEMS	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 4,000.00
353838	05-Oct-2016	DEMCO	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 33.18
353839	05-Oct-2016	DEMCO	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	\$ 66.49
353852	06-Oct-2016	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 21,256.90
353854	06-Oct-2016	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 24,241.97
353855	06-Oct-2016	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 14,487.05
353856	06-Oct-2016	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 10,944.19
353857	06-Oct-2016	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 19,032.97
353858	06-Oct-2016	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 19,053.75
353859	06-Oct-2016	SOUTHERN CALIFORNIA VOCAL ASSOCIATION	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 75.00
353860	06-Oct-2016	SUBLIME PROMOTIONS, LLC dba BUYSHADE.COM	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 333.72
353861	06-Oct-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 30,292.63
353862	06-Oct-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 27,360.54
353863	06-Oct-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 13,654.33
353864	06-Oct-2016	CHAMPION CHEMICAL COMPANY	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 931.50
353870	06-Oct-2016	SCANTRON CORPORATION dba HARLAND	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 12,823.92
353872	06-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 199.58
353874	06-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 300.01
353877	06-Oct-2016	US TOY COMPANY CONSTRUCTIVE PLAYTHINGS	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 77.77
353879	06-Oct-2016	ENCORE DATA PRODUCTS, INC.	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 193.10

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353880	06-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 3,335.63
353882	06-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 188.46
353884	06-Oct-2016	DONALD WENTWORTH dba CREATIVE SERVICES OF	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 389.83
353885	06-Oct-2016	GEIGER BROS.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,301.40
353887	06-Oct-2016	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 49.01
353888	06-Oct-2016	GORM, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 5,991.84
353889	06-Oct-2016	MAINTEX, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 963.90
353893	06-Oct-2016	FRANK R. BRONWELL, III dba BROWNELLS, INC.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,202.40
353898	07-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	\$ 24,600.00
353905	07-Oct-2016	AMAZON WEB SERVICES, LLC	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ -
353906	07-Oct-2016	ACSA FOUNDATION FOR EDUCATIONAL	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 1,525.00
353908	07-Oct-2016	KERN COUNTY SUPERINTENDENT OF SCHOOLS	Unrestricted Discretionary Accounts	BUDGET	\$ 200.00
353909	07-Oct-2016	KERN COUNTY SUPERINTENDENT OF SCHOOLS	Unrestricted Discretionary Accounts	BUDGET	\$ 300.00
353911	07-Oct-2016	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 9,320.00
353913	07-Oct-2016	ABC FEDERATION OF TEACHERS	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ -
353914	07-Oct-2016	SOUTH HILLS HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 300.00
353919	07-Oct-2016	MOBILE ED PRODUCTIONS, INC.	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 895.00
353925	07-Oct-2016	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	PIO-PICO ELEMENTARY SCHOOL	\$ 307.58
353926	07-Oct-2016	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY	\$ 369.23
353933	07-Oct-2016	FLINN SCIENTIFIC, INC.	Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 43.86
353935	07-Oct-2016	BSN SPORTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 6,762.56
353936	07-Oct-2016	OT SPORTS INDUSTRIES, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 2,430.00
353940	07-Oct-2016	BSN SPORTS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 6,410.88
353941	07-Oct-2016	KYOCERA DOCUMENT SOLUTIONS	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY	\$ 741.31
353948	07-Oct-2016	NATIONAL PEN COMPANY	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 205.13
353952	07-Oct-2016	GOPHER	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 1,964.98
353954	07-Oct-2016	DEMCO	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 195.37
353956	07-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	\$ 42.32
353959	07-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 11.95
353960	07-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 36.94
353965	07-Oct-2016	DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 139.10
353966	07-Oct-2016	SCHOOL OUTFITTERS, LLC	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 268.37
353968	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 60.01
353969	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL	\$ 99.88
353970	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 86.39
353972	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 418.42
353975	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 234.06
353979	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 119.43
353981	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 201.39
353987	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE	\$ 578.85
353988	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 513.92

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353989	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 8.64
353992	10-Oct-2016	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 3,471.00
353993	10-Oct-2016	CSBAEC	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	\$ 463.00
353994	10-Oct-2016	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,971.92
353995	10-Oct-2016	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 208.67
353996	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 107.24
353999	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 153.65
354000	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 615.57
354001	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 49.38
354002	10-Oct-2016	THE CAMBODIAN FAMILY	Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 700.00
354003	10-Oct-2016	ASSOCIATED BUSINESS PRODUCTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 902.88
354009	10-Oct-2016	BOYCE INDUSTRIES, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 303.70
354011	10-Oct-2016	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 253.71
354017	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 199.69
354018	10-Oct-2016	IMAGE GRAPHICS	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 1,302.48
354019	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 1,251.57
354019	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 1,251.52
354020	10-Oct-2016	ALPINEFRESH USA	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 600.00
354021	10-Oct-2016	ANDERSON REPAIR AND SUPPLY COMPANY, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 3,000.00
354022	10-Oct-2016	JOSUMA, INC. dba NABER'S CLEANERS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 200.00
354024	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 155.41
354026	10-Oct-2016	PENSKE TRUCK LEASING CO., L.P.	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 2,000.00
354029	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 83.69
354030	10-Oct-2016	PIZZA HUT OF AMERICA, INC.	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 600.00
354031	10-Oct-2016	MICRO CENTER	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 1,500.00
354033	10-Oct-2016	MELISSA WEIDNER	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 300.00
354038	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 538.82
354042	10-Oct-2016	APPLE, INC.	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 1,514.16
354043	10-Oct-2016	COASTAL ENTERPRISES	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 6,298.89
354044	10-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 1,294.01
354045	10-Oct-2016	SOS SURVIVAL PRODUCTS	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	\$ 50.22
354046	10-Oct-2016	LISA FAWN BARSAMIAN dba OFFICE SEATING	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 437.40
354048	10-Oct-2016	CALIFORNIA TECHNICAL ASSISTANCE CENTER ON	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	\$ 185.00
354051	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 20.00
354057	10-Oct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE	\$ 205.25
354058	10-Oct-2016	SUNRISE HITEK GROUP, LLC	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL	\$ 9,905.63
354061	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 23.23
354062	10-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 31.57
354065	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 30.20
354066	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	EMPLOYEE BENEFITS ADMINISTRATION	\$ 143.42
354069	10-Oct-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 2,887.95

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354071	10-Oct-2016	WESTMINSTER HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 350.00
354073	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 8.36
354074	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 57.41
354075	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 7.33
354076	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 38.25
354077	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 39.16
354081	10-Oct-2016	WAXIE SANITARY SUPPLY	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 158.76
354082	10-Oct-2016	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 1,182.64
354084	10-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 19.54
354085	10-Oct-2016	GOVCONNECTION	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 754.11
354086	10-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 222.27
354089	10-Oct-2016	APPLE, INC.	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE	\$ 4,542.48
354091	10-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 2,588.02
354095	10-Oct-2016	NEWEGG BUSINESS, INC.	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 1,244.16
354096	10-Oct-2016	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 517.32
354099	10-Oct-2016	COMMLINE, INC.	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 129.60
354101	10-Oct-2016	AUDIO DYNAMIX, INC.	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 2,939.92
354102	10-Oct-2016	BARNES & NOBLE BOOKSELLERS, INC.	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	\$ 595.40
354104	10-Oct-2016	GOPHER	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 724.30
354105	10-Oct-2016	LISA FAWN BARSAMIAN dba OFFICE SEATING	Unrestricted Discretionary Accounts	PIO-PICO ELEMENTARY SCHOOL	\$ 2,214.00
354106	10-Oct-2016	VARIDESK, LLC	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 54.00
354108	10-Oct-2016	EDUCATE 360, LLC dba PROJECT MANAGEMENT	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 7,975.00
354110	10-Oct-2016	APPLE, INC.	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 31.32
354111	10-Oct-2016	APPLE, INC.	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 31.32
354113	11-Oct-2016	FLINN SCIENTIFIC, INC.	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 96.94
354114	11-Oct-2016	RESILITE SPORTS PRODUCTS	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 17,205.26
354115	11-Oct-2016	PARTY PRO RENTAL CENTER	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 825.25
354118	11-Oct-2016	CRAIG JORDAN	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 2,500.00
354119	11-Oct-2016	BRUCKHILL DESIGN AND EVENTS	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 2,275.00
354120	11-Oct-2016	CREATIVE COSTUMING AND DESIGNS INC	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 3,843.20
354122	11-Oct-2016	COUGHLAN COMPANIES, INC. dba CAPSTONE	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 10,694.50
354123	11-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 61.23
354124	11-Oct-2016	WARD'S NATURAL SCIENCE	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,051.23
354125	11-Oct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE	\$ 19.48
354126	11-Oct-2016	FULL SERVICE FUNDRAISING, INC. dba AIM	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	\$ 324.00
354129	11-Oct-2016	CULVER NEWLIN, INC.	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 3,253.98
354134	11-Oct-2016	TEACHERGAMING, LLC	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 561.00
354135	11-Oct-2016	CALIFORNIA ASSOCIATION OF PUBLIC PROCUREMENT OFFICIALS, INC. (CAPPO, INC.)	Unrestricted Discretionary Accounts	CONSTRUCTION	\$
354135	11-Oct-2016	CALIFORNIA ASSOCIATION OF PUBLIC PROCUREMENT OFFICIALS, INC. (CAPPO, INC.)	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 229.00
354135	11-Oct-2016	CALIFORNIA ASSOCIATION OF PUBLIC PROCUREMENT OFFICIALS, INC. (CAPPO, INC.)	Unrestricted Discretionary Accounts		\$ 99.00

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354138	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 500.00
354162	11-Oct-2016	ANDERSON REPAIR AND SUPPLY COMPANY, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 4,596.48
354163	11-Oct-2016	CHEFS' TOYS	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 61.56
354164	11-Oct-2016	CHEFS' TOYS	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 61.56
354165	11-Oct-2016	ANDERSON REPAIR AND SUPPLY CO., INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 948.48
354166	11-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 76.59
354168	11-Oct-2016	VALHALLA HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 400.00
354169	11-Oct-2016	ESTANCIA HIGH SCHOOL ALL SPORTS BOOSTERS	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 450.00
354170	11-Oct-2016	CAPISTRANO VALLEY HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 375.00
354171	11-Oct-2016	CADA & CASL	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 600.00
354174	11-Oct-2016	GREGG KENT dba WORKSETTINGS INTERNATIONAL, LLC	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	\$ 16,317.72
354179	11-Oct-2016	DIMENSION DATA NORTH AMERICA, INC. dba DIMENSION DATA	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 10,614.28
353711	03-Oct-2016	PACIFIC PLAY SYSTEMS, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 675.00
353715	03-Oct-2016	PACIFIC PLAY SYSTEMS, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 17,426.00
353722	03-Oct-2016	LENTZ MORRISSEY ARCHITECTURE, INC.	Unrestricted One-time Funds	EDUCATIONAL SERVICES DIVISION	\$ 4,900.00
353735	04-Oct-2016	AT&T	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ -
353850	06-Oct-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 12,544.17
354133	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ 500.00
354157	11-Oct-2016	GUARANTY CHEVROLET	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	\$ 167,309.15
353819	05-Oct-2016	WESTERN ASSOCIATION OF SCHOOLS AND	WASC (was FdRes 010031)	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 850.00
<b>Fund 09</b>					<b>Grand Total:</b>
					<b>\$2,712,829.38</b>

#### Fund 09

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353669	30-Sep-2016	WLC, LLC dba THE LEARNING TOGETHER COMPANY	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 7,450.00
354050	10-Oct-2016	AVID CENTER	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 6,000.00
<b>Fund 12</b>					<b>Grand Total:</b>
					<b>\$ 13,450.00</b>

#### Fund 12

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353554	28-Sep-2016	OFFICE DEPOT	Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 64.59
353574	28-Sep-2016	CDW GOVERNMENT, INC.	Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 307.61
353835	05-Oct-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 205.20
353930	07-Oct-2016	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Prog	EARLY CHILDHOOD EDUCATION	\$ 772.06
<b>Fund 12</b>					<b>Grand Total:</b>
					<b>\$ 1,349.46</b>



### Fund 13

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353507	28-Sep-2016	CALIFORNIA FOOD POLICY ADVOCATES, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,220.00
353509	28-Sep-2016	GRAINGER	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,592.07
353520	28-Sep-2016	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 253.75
353521	28-Sep-2016	FROSTLINE, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 4,260.00
353588	29-Sep-2016	G A SYSTEMS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 6,286.90
353593	29-Sep-2016	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 203.34
353635	29-Sep-2016	EDUCATION MANAGEMENT SYSTEMS, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 26,430.00
353636	29-Sep-2016	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 34.78
353642	29-Sep-2016	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 321.68
353645	30-Sep-2016	GRAINGER	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,080.13
353646	30-Sep-2016	GRAINGER	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 644.14
353685	30-Sep-2016	QUIDSI RETAIL, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 5,000.00
353693	30-Sep-2016	LAKESIDE MANUFACTURING, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ -
353694	30-Sep-2016	VARIDESK, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,274.40
353706	03-Oct-2016	NAME TAG COUNTRY dba PLAQUE SHACK	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,500.00
353769	04-Oct-2016	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST GOVERNMENT PRODUCT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 563.00
353817	05-Oct-2016	CONTINENTAL CHEMICAL & SANITARY SUPPLY	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 421.20
353825	05-Oct-2016	ARROW RESTAURANT EQUIPMENT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 4,995.00
353848	06-Oct-2016	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,828.03
353907	07-Oct-2016	SOUTHWEST MATERIAL HANDLING, INC. dba	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 810.90
354039	10-Oct-2016	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 120.21
354072	10-Oct-2016	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,870.45
354147	11-Oct-2016	CHEFS' TOYS	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	\$ 40,703.19
354176	11-Oct-2016	CHEFS' TOYS	Child Nutrition: School Programs	VALLEY HIGH SCHOOL	\$ 13,758.12
354191	11-Oct-2016	ORBIS CORPORATION	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,992.38
<b>Grand Total:</b>					<b>\$ 120,876.55</b>

### Fund 14

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353691	30-Sep-2016	SCHOOL OUTFITTERS, LLC	Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	\$ 444.17
354056	10-Oct-2016	KYA SERVICES, LLC	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 3,545.42
<b>Grand Total:</b>					<b>\$ 3,989.59</b>

**Fund 25**

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353806	05-Oct-2016	THE BANK OF NEW YORK MELLON TRUST COMPANY N.A.	Fund 25 Capital Facilities Fund	DISTRICT-WIDE	\$ 500.00
353910	07-Oct-2016	SQUARE-1 DESIGN GROUP	Fund 25 City Santa Ana Redevelopment	SEGERSTROM HIGH SCHOOL	\$ 1,585.00
354130	11-Oct-2016	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Fd 25 Valley P2P	VALLEY HIGH SCHOOL	\$ 392.00
354132	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Fd 25 Walker/Roosevelt Jt Use	WALKER ELEMENTARY SCHOOL	\$ 2,500.00
354139	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Fd 25 Valley P2P	VALLEY HIGH SCHOOL	\$ 3,500.00
<b>Grand Total:</b>					<b>\$ 8,477.00</b>

**Fund 26**

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
354143	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Fund 26 Measure G Bond Series B	FRANKLIN ELEMENTARY SCHOOL	\$ 500.00
<b>Grand Total:</b>					<b>\$ 500.00</b>

**Fund 40**

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353606	29-Sep-2016	SOUTHERN CALIFORNIA EDISON	Emergency Repair Program-Williams Case	REMINGTON ELEMENTARY SCHOOL	\$ 2,164.96
353671	30-Sep-2016	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Emergency Repair Program-Williams Case	REMINGTON ELEMENTARY SCHOOL	\$ 406.00
353723	03-Oct-2016	STATE WATER RESOURCE CONTROL BOARD	Emergency Repair Program-Williams Case	SADDLEBACK HIGH SCHOOL	\$ 403.00
353726	03-Oct-2016	GHATAODE BANNON ARCHITECTS, LLP	Emergency Repair Program-Williams Case	HOOVER ELEMENTARY SCHOOL	\$ 445.50
353727	03-Oct-2016	GHATAODE BANNON ARCHITECTS, LLP	Emergency Repair Program-Williams Case	LINCOLN ELEMENTARY SCHOOL	\$ 346.50
353736	04-Oct-2016	GHATAODE BANNON ARCHITECTS, LLP	Emergency Repair Program-Williams Case	FREMONT ELEMENTARY SCHOOL	\$ 148.50
353741	04-Oct-2016	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Emergency Repair Program-Williams Case	MCFADDEN INTERMEDIATE SCHOOL	\$ 473.20
353742	04-Oct-2016	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Emergency Repair Program-Williams Case	CENTURY HIGH SCHOOL	\$ 406.00
354035	10-Oct-2016	BEST BUY GOV, LLC	Fd 40 Kitchen Remodeling	Hop Shop	\$ 1,497.97
354140	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Emergency Repair Program-Williams Case	REMINGTON ELEMENTARY SCHOOL	\$ 6,000.00
354141	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Emergency Repair Program-Williams Case	SADDLEBACK HIGH SCHOOL	\$ 2,000.00
354144	11-Oct-2016	CRISP ENTERPRISES dba C2 IMAGING	Emergency Repair Program-Williams Case	CENTURY HIGH SCHOOL	\$ 500.00
354148	11-Oct-2016	COMMERCIAL DOOR OF ORANGE COUNTY, INC.	Emergency Repair Program-Williams Case	SADDLEBACK HIGH SCHOOL	\$ 13,829.00
<b>Grand Total:</b>					<b>\$ 28,620.63</b>

**Fund 68**

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353834	05-Oct-2016	VISION MARKING DEVICES	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 279.68
353962	07-Oct-2016	CERTIFIED INTERPRETERS, INC.	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 500.00
353973	10-Oct-2016	OFFICE DEPOT	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 506.90
354142	11-Oct-2016	OFFICE DEPOT	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 151.19
<b>Grand Total:</b>					<b>\$ 1,437.77</b>

**Fund 69**

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
354016	10-Oct-2016	ALLIANT INSURANCE SERVICES, INC.	Fund 69 Health & Welfare	DISTRICT-WIDE	\$ 190,000.00
<b>Grand Total:</b>					<b>\$ 190,000.00</b>

**Fund 81**

PO Number:	Date PO Created:	Supplier:	Resource Description	Site	
353639	29-Sep-2016	RITEWAY AUTO PAINT & BODYWORKS	Fund 81 Property & Liability	DISTRICT-WIDE	\$ 4,453.26
354100	10-Oct-2016	COMMLINE, INC.	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 972.00
<b>Grand Total:</b>					<b>\$ 5,425.26</b>

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 28, 2016 through October 11, 2016**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

**PREPARED BY:**   **Dawn Piatek, Director of Accounting and Payroll**

**BACKGROUND INFORMATION:**

Warrants are payments of expenditures previously approved through prior Board action.

**RATIONALE:**

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 on a bi-monthly basis.

**ITEM SUMMARY:**

- Snapshot of all warrants issued for period of September 28, 2016 through October 11, 2016
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Ed. Code 17604

The Expenditure Summary Report consists of all warrants created during the period of September 28, 2016 through October 11, 2016. The Detailed Warrant Listing Report of expenditures \$25,000 and over is also included. Expenditures are Board approved through prior Purchase Order Agenda submissions. The warrants listed reflect payments against these Purchase Orders.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Ratify Expenditure Summary and Warrants issued over \$25,000 for the period of September 28, 2016 through October 11, 2016.



# Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: October 11, 2016  
To: Stefanie P. Phillips, Ed.D., Superintendent  
From: Tina Douglas, Assistant Superintendent, Business Services  
Subject: Expenditures Summary: From 28-SEP-2016 through 11-OCT-2016

Fund 01 General Fund	\$3,132,967.43
Fund 09 Charter School Fund	\$18,993.24
Fund 12 Child Development	\$32,721.74
Fund 13 Cafeteria Fund	\$1,205,065.30
Fund 14 Deferred Maintenance Fund	\$69,427.39
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$1,650.00
Fund 25 Capital Facilities Fund	\$1,201.89
Fund 29 Measures G	\$23,401.09
Fund 40 Special Reserve Fund	\$38,158.27
Fund 49 Capital Project Fund for Blended Component	\$2,000.00
Fund 68 Workers' Compensation	\$306.66
Fund 69 Health & Welfare	\$5,584,487.07
Fund 81 Property & Liability	\$9,627.35
Total Expenditures:	\$10,120,007.43

Prepared by: Dawn Piatek, Director, Accounting and Payroll

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 558-5501

## BOARD OF EDUCATION

John Palacio, President • Rob Richardson, Vice President  
Valerie Amezcu, Clerk • José Alfredo Hernández, J.D., Member • Cecilia "Ceci" Iglesias, Member

# SAUSD Board of Education Warrant Listing

September 30, 2016

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84226873	U S BANK - CAL CARD		\$138,462.99
	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	California Clean Energy Jobs Act (Prop 39)	KING ELEMENTARY SCHOOL	
	Donations (Miscellaneous)	CENTURY HIGH SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Educator Effectiveness	STAFF DEVELOPMENT	
	Fund 01 General Fund	HUMAN RESOURCES DIVISION	
		PUBLICATIONS	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		ESQUEDA ELEMENTARY SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

September 30, 2016

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		ROOSEVELT ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		STAFF DEVELOPMENT	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	
	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	
		K-12 SCHOOL PERFORMANCE AND CULTURE	
		K-12 TEACHING AND LEARNING	
		PUPIL SUPPORT SERVICES	
		REACH ACADEMY	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	
	One-Time Discretionary Funds	MADISON ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
		TRANSPORTATION DEPARTMENT	
	Special Education	SPECIAL EDUCATION	
	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	21ST CENTURY LEARNING	
		ADAMS ELEMENTARY SCHOOL	
		BOARD OF EDUCATION	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	

# SAUSD Board of Education Warrant Listing

September 30, 2016

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Location

Amount

CARR INTERMEDIATE SCHOOL  
CENTURY HIGH SCHOOL  
CHAVEZ CONTINUATION HIGH SCHOOL  
COMMUNICATIONS OFFICE  
COMMUNITY RELATIONS  
DISTRICTWIDE  
EDUCATIONAL SERVICES DIVISION  
FACILITIES/GOVERNMENTAL RELATIONS  
FRANKLIN ELEMENTARY SCHOOL  
FREMONT ELEMENTARY SCHOOL  
GARFIELD ELEMENTARY SCHOOL  
GODINEZ FUNDAMENTAL HIGH SCHOOL  
HUMAN RESOURCES DIVISION  
JACKSON ELEMENTARY SCHOOL  
K-12 SCHOOL PERFORMANCE AND CULTURE  
K-12 TEACHING AND LEARNING  
LATHROP INTERMEDIATE SCHOOL  
LINCOLN ELEMENTARY SCHOOL  
MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL  
MADISON ELEMENTARY SCHOOL  
MARTIN ELEMENTARY SCHOOL  
MCFADDEN INTERMEDIATE SCHOOL  
MIDDLE COLLEGE HIGH SCHOOL  
MUIR FUNDAMENTAL ELEMENTARY SCHOOL  
PIO PICO ELEMENTARY SCHOOL  
PUBLICATIONS  
PUPIL SUPPORT SERVICES



# SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		REACH ACADEMY	
		RESEARCH AND EVALUATION	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPECIAL PROJECTS/WEELLNESS	
		SUPERINTENDENT'S OFFICE	
		TECHNOLOGY INNOVATION SERVICES	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84226570	<b>HENRY T. NICHOLAS EDUCATION FOUNDATION dba</b> NAC (Nicholas Academic Center)	K-12 SCHOOL PERFORMANCE AND CULTURE	<b>\$72,400.00</b>
84226581	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A Safe Haven	MONTE VISTA ELEMENTARY SCHOOL PUPIL SUPPORT SERVICES	<b>\$36,836.28</b>
84226622	<b>CENTER FOR THE COLLABORATIVE CLASSROOM</b> Lottery: Instructional Materials	K-12 TEACHING AND LEARNING	<b>\$35,739.00</b>

# SAUSD Board of Education Warrant Listing

September 30, 2016

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84226733	<b>JFK TRANSPORTATION</b>		<b>\$57,800.00</b>
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
84226763	<b>THE DEVEREUX FOUNDATION dba DEVEREUX TEXAS</b>		<b>\$28,702.90</b>
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Special Education	SPECIAL EDUCATION	
84226789	<b>OC TRANSIT, INC.</b>		<b>\$34,500.00</b>
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84226548	<b>AT&amp;T</b>		<b>\$49,409.06</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84226554	<b>BOYS AND GIRLS CLUB OF SANTA ANA</b>		<b>\$26,790.68</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
84226551	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>\$89,114.10</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

## Fund 13 Cafeteria Fund

84226810	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$121,940.44</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84226814	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$96,719.98</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84226816	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$78,221.91</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84226819	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$32,970.07</b>
	Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
84226821	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$67,421.26</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	

# SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84226831	DRIFTWOOD DAIRY		\$45,616.50
	Child Nutrition: School Programs	NUTRITION SERVICES	
84226840	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$45,727.80
	Child Nutrition: School Programs	NUTRITION SERVICES	
84226844	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$38,382.70
	Child Nutrition: School Programs	NUTRITION SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
84226812	A & R WHOLESALE DISTRIBUTORS		\$38,949.38
	Child Nutrition: School Programs	NUTRITION SERVICES	

## Fund 69 Health & Welfare

84226870	KAISER FOUNDATION HEALTH PLAN		\$1,716,571.72
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84226869	BLUE SHIELD OF CALIFORNIA		\$3,373,169.24
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	

**Grand Total:** **\$6,225,446.01**

# SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
<b>84227025</b>	<b>AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>\$92,590.18</b>
	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	
	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	
<b>84226887</b>	<b>DIGITAL NETWORKS GROUP, INC.</b>		<b>\$87,730.31</b>
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Saturday Attendance Recovery Program (WIN)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
<b>84226907</b>	<b>RODOLFO CAZALES dba TOYAMA KARATE-DO</b>		<b>\$25,421.20</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
<b>84226925</b>	<b>XEROX CORPORATION</b>		<b>\$193,991.84</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84226934</b>	<b>REVOLVING CASH FUND</b>		<b>\$58,201.77</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	CARR INTERMEDIATE SCHOOL	
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Fund 01 General Fund	CASH ACCOUNT	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		SEGERSTROM HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	

# SAUSD Board of Education Warrant Listing

October 05, 2016

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	NJROTC	SADDLEBACK HIGH SCHOOL	
	Special Education	HENINGER ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		COMMUNICATIONS OFFICE	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
<b>84226937</b>	<b>CITY OF SANTA ANA</b>		<b>\$46,705.56</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84226938</b>	<b>EDWARD B. COLE, SR. ACADEMY</b>		<b>\$57,029.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84226939</b>	<b>EL SOL SCIENCE AND ARTS ACADEMY</b>		<b>\$127,443.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84226942</b>	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b>		<b>\$54,188.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84226943</b>	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b>		<b>\$82,024.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84226944</b>	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b>		<b>\$294,064.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84226972</b>	<b>ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.</b>		<b>\$38,622.46</b>
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	BUILDING SERVICES	
<b>84226879</b>	<b>CAL PERS SAFETY</b>		<b>\$44,827.45</b>
	Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	

# SAUSD Board of Education Warrant Listing

October 05, 2016

Page 3 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84226990	<b>JFK TRANSPORTATION</b>		<b>\$36,400.00</b>
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
84227028	<b>BLACKBOARD</b>		<b>\$58,900.00</b>
	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	
84227103	<b>OC TRANSIT, INC.</b>		<b>\$34,800.00</b>
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84226988	<b>IMAGINE LEARNING, INC.</b>		<b>\$29,687.00</b>
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	

## Fund 12 Child Development

84227124	<b>LAKESHORE LEARNING MATERIALS</b>		<b>\$28,000.32</b>
	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	

## Fund 13 Cafeteria Fund

84227128	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$48,772.69</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84227131	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$32,090.99</b>
	Child Nutrition: School Programs	LORIN GRISET ACADEMY	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SEGERSTROM HIGH SCHOOL	
84227135	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$56,539.36</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84227136	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$86,527.90</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	

# SAUSD Board of Education Warrant Listing

October 05, 2016

Page 4 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84227146	CHEFS' TOYS		\$50,291.48
	Child Nutrition: School Programs	NUTRITION SERVICES	
		SIERRA PREPARATORY ACADEMY	
84227152	DRIFTWOOD DAIRY		\$55,087.55
	Child Nutrition: School Programs	NUTRITION SERVICES	
84227154	EDUCATION MANAGEMENT SYSTEMS, INC.		\$26,430.00
	Child Nutrition: School Programs	NUTRITION SERVICES	
84227163	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$28,037.21
	Child Nutrition: School Programs	NUTRITION SERVICES	
		SANTA ANA HIGH SCHOOL	
<b>Fund 69 Health &amp; Welfare</b>			
84227182	VISION SERVICE PLAN		\$38,450.21
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84227181	SANTA ANA UNIFIED SCHOOL DISTRICT		\$456,295.90
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Grand Total:</b>			<b>\$2,269,149.38</b>

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Approval of Revised Job Description: Deputy Superintendent-Operations & Chief Business Official

**ITEM:** Consent

**SUBMITTED BY:** Mark McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Mark McKinney, Associate Superintendent, Human Resources

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the revised job description: Deputy Superintendent-Operations & Chief Business Official to Deputy Superintendent-Administrative Services. This position will report to the Superintendent. The Deputy Superintendent-Administrative Services will serve as executive head and is responsible for the operations of the Business Services divisions, and offices assigned by the Superintendent of Schools. This position will assist the Superintendent in the overall operation and management of the District and serve as Superintendent in the Superintendent's absence.

**RATIONALE:**

The revised job description is a realignment of responsibilities within the Business Services Division. None of the changes impact personnel or salary structures. They are simply to provide clarification of the new role and areas of responsibility.

The revised job description is attached.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the revised job description of Deputy Superintendent-Operations & Chief Business Official to Deputy Superintendent-Administrative Services.

  
MAM:nr





## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **DEPUTY SUPERINTENDENT-OPERATIONS & ~~CHIEF BUSINESS OFFICIAL~~ ADMINISTRATIVE SERVICES**

#### **JOB SUMMARY:**

Under the direction of the Superintendent, serve as executive head of and is responsible for the operations of the Business Services, ~~and~~ Operations, **and Facilities** divisions and offices assigned by the Superintendent of Schools; assist the Superintendent in the overall operation and management of the District; serve as Superintendent in the Superintendent's absence.

#### **REPRESENTATIVE DUTIES:**

- Assist the Superintendent in the direction and coordination of all day-to-day operations of the District and in planning for needed change. **E**
- Carry out specific duties as designated by the Superintendent. **E**
- Interpret District programs and policies to staff and community. **E**
- Assist in the initiation and administration of new Districtwide programs. **E**
- Serve as a member of the Superintendent's Cabinet in analyzing, developing, coordinating, and implementing state laws, Board of Education policies, and administrative regulations. **E**
- Assist the Superintendent in the identification and selection of leadership personnel under his/her supervision. **E**
- Assist in the coordination and preparation of the Board agenda. **E**
- Act as Superintendent and Board Secretary in the Superintendent's absence. **E**
- Develop operational procedures for the District; recommend and review procedures for the allocation of staff; and conduct special studies as authorized. **E**
- Represent the Superintendent and the District with business, industrial and community groups. **E**
- Evaluate management personnel reporting to him/her regarding their effectiveness in carrying out their responsibilities and their capacity for growth and development, and counsels with them regarding such evaluations. **E**

## **DEPUTY SUPERINTENDENT-OPERATIONS & CHIEF BUSINESS OFFICIAL ADMINISTRATIVE SERVICES**

### **REPRESENTATIVE DUTIES:** (continued)

- Counsel with employees and parents regarding concerns which cannot be resolved by the appropriate responsible administrator. **E**
- Administer the establishment and maintenance of abundant and significant avenues of communication with the communities that schools serve, encouraging feedback providing for its assessment. **E**
- Interpret the policies and regulations of the Board of Education and administrative directives of the Superintendent; monitor relevant programs to ensure consistency with District policies and fiscal responsibility. **E**
- Assist the Superintendent and the Deputy Superintendent of Educational Services/Chief Academic Officer in the evaluation of building principals. **E**
- Evaluate the performance of subordinate personnel. **E**
- Perform related duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Principles, trends and development of school business services fiscal administration and management, including data processing, risk management and police services.
- Goals, objectives and operating techniques of a large school district.
- Problems involved in the formulation and carrying out of a program of business management for a large school district.
- Accounting principles and practices, budgeting and other fiscal procedures as they apply to a large school district.
- Problems involved in the maintenance and operation of school district buildings, together with knowledge of building construction and ordinances and laws affecting the construction and repair of school buildings.
- Governmental purchasing principles and practices.
- Provisions of the State Education Code and other Codes relative to business practices and procedures.
- Current educational administration principles and practices, including site-based management, supervision, evaluation and training.
- Human Resources operations, position control functions and responsibilities and the appropriate supportive services required to ensure operational effectiveness.
- Laws and regulations regarding personnel practices.
- ~~City and community.~~

**DEPUTY SUPERINTENDENT-OPERATIONS & CHIEF BUSINESS OFFICIAL**  
**ADMINISTRATIVE SERVICES**

**KNOWLEDGE AND ABILITIES:** (continued)

Ability to:

- Plan, organize, direct, supervise, and give administrative direction to employees in a variety of professional and technical fields related to the Business Services, Human Resources, Facilities, and Operations.
- Prepare comprehensive and clear reports, conduct difficult correspondence, and prepare work estimates, specifications and contracts.
- Analyze various systems and programs and develop effective conclusions and recommendations.
- Establish and maintain effective and cooperative working relationships with others.
- Exercise judgment and discretion in interpreting and applying policies and procedures.
- Modify management strategies based on evaluation data.
- Develop new policies and procedures in accordance with the needs of the District.
- Effectively communicate and deal with community groups and the public.
- Speak and write effectively.
- Operate computer and computer programs
- Perform the essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to Master's degree or equivalent experience required; Doctorate desired and experience equivalent to five years ~~recent~~ business management, personnel management in a large school district, municipal agency or similar large organization or ~~five years' teacher experience~~; three years' experience as a site principal or District-level administrator.

**LICENSES AND OTHER REQUIREMENTS:**

- ~~If certificated, possess appropriate credential(s) for the position.~~
- Valid driver's license.
- Willingness to work additional hours periodically.
- Willing to travel as needed.

**WORKING CONDITIONS:**

Environment:

- Typical office/school environment.
- Numerous interruptions.
- Driving a vehicle to conduct work.

**DEPUTY SUPERINTENDENT-~~OPERATIONS & CHIEF BUSINESS OFFICIAL~~  
ADMINISTRATIVE SERVICES**

**WORKING CONDITIONS:** (continued)

Physical Abilities:

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to read a variety of materials, make presentations and drive a vehicle.
- Sitting or standing for varied periods of time.
- Lifting or moving objects, normally not exceeding thirty (30) pounds.
- Physical, mental and emotional stamina to endure long hours and stress.

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

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**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**

**PREPARED BY:** **Mark A. McKinney, Associate Superintendent, Human Resources**

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**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.

Contained within the Personnel Calendar are 36 new hires for SAUSD, including:

- Activity Supervisor – 5
- After School Instructional Provider – 7
- Custodian – 6
- Job Training Assistant – Special Education – 1
- Licensed Vocational Nurse – 1
- Student Support Paraprofessional – Special Education – 6
- Teacher's Aide – 4
- Curriculum Specialist – 1
- Teacher – 5

**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:**

Not Applicable

**RECOMMENDATION:**

Approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

  
MAM:nr

# CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENT</b>					
Castro, Jorge	Teacher	Carver	June 22, 2017		Retirement - 10 years
<b>RESIGNATION</b>					
Martinez, Elise	Teacher	Sepulveda	June 22, 2017		Moving - 3 years
<b>NEW HIRES/RE-HIRES 2016-17</b>					
Macias, Manuel	Teacher	Spurgeon	October 3, 2016		New Hire - Temporary 44909
Pak, Isabel	Teacher	Santa Ana	October 6, 2016		New Hire - Temporary 44909
Pineda, Claudia	Teacher	Valley	October 3, 2016		New Hire - Probationary I
		English Learner Programs and Student Achievement			
Roberts Wilson, Laura	Curriculum Specialist		October 17, 2016		New Hire - Temporary 44909
Vanags, Michael	Teacher	Segerstrom	October 6, 2016		New Hire - Temporary 44909
Vivanco, Tina	Teacher	King	October 3, 2016		New Hire - Temporary 44909

# CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS</b>					
Watson, Lindsay	Teacher	Edison	August 23, 2016		From Intern to Probationary II
<b>FALL SPORTS 2016-17</b>					
Dallas, Thomas	Assistant Coach	Century	2016-17		Tennis (Girls)
Lapic, Andrew	Head Coach	Century	2016-17		Football
Munoz, Liana	Head Coach	Century	2016-17		Volleyball (Girls)
Pueblos, Daniel	Assistant Coach	Century	2016-17		Football
West, Jeffrey	Head Coach	Century	2016-17		Tennis (Girls)
Diulio, Nickolas	Assistant Coach	Saddleback	2016-17		Football
Gonzalez, Samuel	Assistant Coach	Saddleback	2016-17		Water Polo (Boys)
Gregory, Susan	Assistant Coach	Saddleback	2016-17		Volleyball (Girls)
Griggs, Bishop	Assistant Coach	Saddleback	2016-17		Football
Pesak, Rod	Assistant Coach	Saddleback	2016-17		Football
Silva, Meliton	Head Coach	Saddleback	2016-17		Cross Country
Terich, Michael Jr.	Assistant Coach	Saddleback	2016-17		Football
Thompson, Robert	Head Coach	Saddleback	2016-17		Football
Wenkart, Patricia	Head Coach	Saddleback	2016-17		Tennis (Girls)

Mark A. McKinney, Associate Superintendent, Human Resources

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENT</b>						
	Interpreter/Translator Sp. Ed.	Special Ed.	October 7, 2016			1 year, 1 month
<b>RESIGNATIONS</b>						
Barsky, Dena	Library Media Tech.	Lathrop	September 16, 2016			Personal - 1 month
Cobian, Maribel	Preschool Teacher	Lowell	October 14, 2016			Personal - 1 year, 1 month
Corro, Jenny	After School IP	Spurgeon	September 30, 2016			Personal - 1 month
Espinoza, Edgar	Computer Technician	Carr	September 23, 2016			Personal - 6 years, 7 months
	Community and Family Outreach Liaison	Century	October 14, 2016			Personal - 5 years, 8 months
Guillen, Nereida		Century	October 14, 2016			Personal - 10 months
Lopez, Alfredo	After Sch. IP	Esqueda	September 16, 2016			Personal - 1 year, 5 months
Orizabal, Elizabeth	Preschool Teacher	ECE	August 9, 2016			Personal - 2 months
Ortiz, Angel	After School IP	Hoover	October 3, 2016			Personal - 4 years, 9 months
Rodriguez, Aryanna	Instr. Asst. Provider	Valley	September 27, 2016			



# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ABSENCES (3 to 20 duty days) - Without Pay</b>						
Barreto, Esmeralda	Instr. Asst. Sev. Dis	Valley	September 30, 2016	October 28, 2016		Personal
Gonzalez, Angelica	Site Coordinator	Esqueda	October 4, 2016	November 2, 2016		Personal
Nava, Leticia	SSP Sp. Ed.	Washington	October 24, 2016	November 2, 2016		Personal
Rosas Gonzalez, Victoria	Licensed Vocational Nurse	Jefferson	September 21, 2016	October 18, 2016		Personal
Salgado, Maryann	SSP Sp. Ed.	Wilson	September 26, 2016	October 3, 2016		Revised date
<b>NEW HIRES</b>						
Aranda, Linda	Licensed Vocational Nurse	PSS	October 3, 2016		24/1	Probationary
Carlos, Marina	Teacher's Aide	ECE	October 3, 2016		10/1	Probationary
Castrejon, Edwin	After School IP	After School Program	October 17, 2016		16/1	Probationary
Caton, Guadalupe	SSP Sp. Ed.	Adams	October 10, 2016		19/1	Probationary
Chavarria-Ortiz, Luis	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Chavez, Sarai	After School IP	After School Program	October 10, 2016		16/1	Probationary
Contreras, Cristian	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Finder, Chelsea	Teacher's Aide	ECE	October 4, 2016		10/1	Probationary
Freshour, Anthony	Activity Supervisor	Santiago	October 12, 2016		10/1	
Fuentes, Celso Jr.	Job Training Asst.	Transition Programs	October 17, 2016		22/1	Probationary
Fuentes, Kenia	Special Ed.	Muir	October 13, 2016		19/1	Probationary
Garcia, Jacqueline	SSP Sp. Ed.	Jackson	September 26, 2016		19/1	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>NEW HIRES (Continuation)</b>						
Hernandez, Patricia	Activity Supervisor	Wilson	October 12, 2016		10/1	
Hudson, Caleb	After School IP	After School Program	October 3, 2016		16/1	Probationary
Kahmar, Kellie	SSP Sp. Ed.	Santiago	October 11, 2016		19/1	Probationary
Lavayen, Omar	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Lopez, Emmanuel	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Lucero, Delia	After School IP	After School Program	September 12, 2016		16/1	Probationary
Merino Castelan, Tavita	Teacher's Aide	ECE	October 12, 2016		10/1	Probationary
Muro, Miguel Jr.	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Negrette, Brittany	SSP Sp. Ed.	Hoover	September 28, 2016		19/1	Probationary
Ortega, Marina	Teacher's Aide	ECE	October 3, 2016		10/1	Probationary
Ponce, Kathy	After School IP	After School Program	October 26, 2016		16/1	Probationary
Rodriguez, Juana	Activity Supervisor	Wilson	September 30, 2016		10/1	
Small, Anne	After School IP	After School Program	September 26, 2016		16/1	Probationary
Torres Quiroz, Erika	Activity Supervisor	Washington	October 6, 2016		10/1	
Valdovinos, Stephany	SSP Sp. Ed.	Hoover	October 11, 2016		19/1	Probationary
Vicencio, Antoni Jontri	Activity Supervisor	Jefferson	October 10, 2016		10/1	
Villagomez, Karen	After School IP (Itinerant)	After School Program	October 7, 2016		16/1	Probationary
Zaragoza, Alejandro	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROMOTIONAL APPOINTMENTS</b>						
Bashir, Amanda	Autism Paraprofessional	Special Ed.	August 31, 2016		From 20/3 to 24/2	From Instr. Asst. Sev. Dis.
Romero, Sara	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	October 26, 2016		From 11/2 to 15/1	From Fd. Svc. Wrk.
<b>REAPPOINTMENT (Returned from Leave)</b>						
Lara, Paola	Site Clerk	Nutrition Svcs.	October 26, 2016		24/6	
<b>TEMPORARY REASSIGNMENTS</b>						
Acosta, Erica	Admin. Secretary HR	Human Resources	October 3, 2016	October 31, 2016	31/6	
Aguilar, Humberto	Plant Cust. Elem.	Bldg. Svcs.	September 19, 2016	September 30, 2016	28/4	
Atilano, Miguel	Ath. Fld. Grndskpr.	Bldg. Svcs.	August 1, 2016	November 30, 2016	25/6	
Barraza, Erica	Fd. Svc. Spvr. HS	Nutrition Svcs.	October 11, 2016	October 14, 2016	31/1	
Carranza, Eric	Maint. Wkr. II	Bldg. Svcs.	October 1, 2016	October 31, 2016	30/3	
Cortez, Jim	Rv. Ld. Custodian	Bldg. Svcs.	August 10, 2016	September 30, 2016	28/3 + Diff.	
Fernandez, Felix	Rv. Ld. Custodian	Bldg. Svcs.	September 9, 2016	October 31, 2016	28/5 + Diff.	
Gallegos, Elizabeth	Personnel Technician	Human Resources	October 3, 2016	October 31, 2016	32/6	
Gonzalez, Maria	Site Coordinator	After School Programs	September 26, 2016	November 30, 2016	\$25	

Mark A. McKinney, Associate Superintendent, Human Resources

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY REASSIGNMENTS (Continuation)</b>						
Herrera, Brenda	Personnel Assistant	Human Resources	October 3, 2016	October 31, 2016	29/5	
Moreno Alba, Tomas	Carpenter	Bldg. Svcs.	October 1, 2016	October 31, 2016	34/5	
Quintero Rodelo, Roberto	Maint. Wkr. II	Bldg. Svcs.	October 1, 2016	October 31, 2016	30/5	
Ruiz Gonzalez, Maria	Site Coordinator	After School Programs	September 15, 2016	November 2, 2016	\$25	
Ulloa Lopez, Marco	Plant Cust. Elem.	Bldg. Svcs.	September 13, 2016	September 30, 2016	28/2	
Vega, Zami	Site Coordinator	After School Programs	October 3, 2016	October 14, 2016	\$25	
<b>REASSIGNMENTS</b>						
Barriga, Noralyn	Instr. Asst. Computer Autism	Hoover	November 1, 2016		26/6	From Lowell
Diaz, Gloria	Paraprofessional Autism	Jackson	August 24, 2016		24/6 + Bil.	From Jefferson
Gomez, Maria	Paraprofessional Autism	Jackson	August 23, 2016		24/6 + Bil.	From Martin
Lubetkin, Kate	Paraprofessional Autism	Jackson	August 23, 2016		24/6	From Pio Pico
Onchi, Victoria	Paraprofessional Autism	Jackson	August 23, 2016		24/6	From Martin

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>REASSIGNMENTS (Continuation)</b>						
Perez, Lyzzette	SSP Sp. Ed. Autism	El Sol Science & Art Academy	October 7, 2016		19/3	From Santa Ana High
Velazquez, Aracely	Paraprofessional	Jackson	August 23, 2016		24/6	From Washington
<b>HOURLY APPOINTMENTS</b>						
Cardenas, Suzanne	Instr. Asst. Provider	Sierra	September 30, 2016		16/1	
Espinoza, Hilda	Instr. Asst. Provider	Valley	October 4, 2016		16/1	
Hernandez, Adrian	Instr. Asst. Provider	Sierra	October 5, 2016		16/1	
Lizarraga, Ricardo	Instr. Asst. Provider	Godinez	September 30, 2016		16/1	
Maldonado, Vanessa	Instr. Asst. Provider	Lathrop	October 5, 2016		16/1	
Quijano, Ruben	Instr. Asst. Provider	Saddleback	October 4, 2016		16/1	
Ramirez, Chayanne	Instr. Asst. Provider	Saddleback	October 10, 2016		16/1	
Solano, Oscar	Instr. Asst. Provider	Godinez	October 3, 2016		16/1	
Yin, Tsung Kai	Instr. Asst. Provider	Sierra	October 13, 2016		16/1	
<b>SUBSTITUTES</b>						
Brito, Alejandro	Instructional Asst.		October 6, 2016		19/1	
Loken, Nicole	Instructional Asst.		October 6, 2016		19/1	
Ruiz Mata, Laura	Teacher's Aide		October 6, 2016		10/1	
Tran, Tram	Library Media Tech.		October 3, 2016		20/1	

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ATHLETIC SPECIALIST</b>						
Brown, Kristen	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Castro, Thomas	Asst. Cross Country Coach	Santa Ana High	August 22, 2016		\$22.43	
Contreras, Andres	Asst. Tennis Coach	Santa Ana High	August 15, 2016		\$22.43	
Cruz, Maer	Head Waterpolo Coach	Santa Ana High	August 22, 2016		\$28.04	
Heiland, Danielle	Asst. Waterpolo Coach	Santa Ana High	August 22, 2016		\$22.00	
Lambert, Dakota	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Mateo, Patricia	Asst. Cross Country Coach	Santa Ana High	August 22, 2016		\$22.43	
Nava, Carlos	Head Cross Country Coach	Santa Ana High	August 22, 2016		\$28.04	
Perez, Diego	Asst. Football Coach	Santa Ana High	September 15, 2016		\$28.04	
Plascencia, Cesar	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Razo Vargas, Jesus	Asst. Volleyball Coach	Santa Ana High	August 15, 2016		\$22.43	
Reyes, Eduardo	Head Tennis Coach	Santa Ana High	August 22, 2016		\$28.04	

Mark A. McKinney, Associate Superintendent, Human Resources

# **CLASSIFIED PERSONNEL CALENDAR**

## **Personnel Calendar**

**Board Meeting - October 25, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ATHLETIC SPECIALIST (Continuation)</b>						
Uresti, Hector	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Teran, Diego	Asst. Tennis Coach	Santa Ana High	September 1, 2016		\$22.43	
Tukia, John Jr.	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Salue, Thomas	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Sunshine Initial Bargaining Proposal from Santa Ana Educators' Association (SAEA) for 2017-18 School Year

**ITEM:** Public Hearing

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing to “sunshine” the initial bargaining proposal from the Santa Ana Educators’ Association (SAEA) for the 2017-18 school year, in accordance with Government Code Section 3547.

**RATIONALE:**

Under provision of the Government Code referenced above, the initial bargaining proposal must be “sunshined” for public comment at a Board of Education meeting.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a public hearing to “sunshine” the initial bargaining proposal from the Santa Ana Educators’ Association (SAEA) for the 2017-18 school year.



MAM:nr



# ***Santa Ana Unified School District***

## **NOTICE OF PUBLIC HEARING**

Under the provision of Government Code Section 3547, the Initial Bargaining Proposal must be “sunshined” to the Public and the Board of Education hereby gives notice that a public hearing will be held as follows:

### **TOPIC OF HEARING:**

**Sunshine Initial Bargaining Proposal  
from the  
Santa Ana Educators’ Association (SAEA)  
for the  
2017-18 School Year**

**HEARING DATE:** Tuesday, October 25, 2016  
**TIME:** 6:00 p.m.  
**LOCATION:** Santa Ana Unified School District  
Board Room  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701  
(714) 558-5510

RECEIVED

SEP 30 2016

Human Resources

Santa Ana Educators' Association (SAEA)  
Initial Proposal  
To  
Santa Ana Unified School District (SAUSD)  
2017-2018

SAEA proposes the following:

1. Article VII: Wages and Wage Provisions

- A. Provide a fair and reasonable salary increase based upon budget analysis.
- B. Adjust and modify language to increase factors, stipends, conference reimbursements and extra service assignments.

2. Article IX: Class Size

- A. Reduction of class size based on the District's K-12 enrollment data.

3. Article XV: Employee Benefits

- A. Provide a fair and reasonable adjustment to employee and retiree tenthly contributions based upon budget analysis.

4. Article XXVI: Special Services

- A. Adjust and modify language that define caps for caseloads.
- B. Adjust and modify language that define caps for class sizes.
- C. Create language regarding a Special Education Teacher's workload (i.e. teacher's responsibilities based on the severity of their student's needs).
- D. Restoration of Nurses back to 2006 levels.

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                    **Financing School Facilities with Redevelopment Revenues**

**ITEM:**                    **Presentation**

**SUBMITTED BY:**    **Tina Douglas, Assistant Superintendent, Business Services**

**PREPARED BY:**    **Orin L. Williams, Assistant Superintendent, Facilities and  
Governmental Relations**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide the Board with a report on capital redevelopment funds and also opportunities to maximize these funds for upcoming District facilities projects.

**ITEM SUMMARY:**

- Exhausted Measure G Funds
- Continued Facilities Needs
- Future Redevelopment Funds might be leveraged to maximize these fund and improve facilities.

**RATIONALE:**

As the Board is aware, capital funds from Measure G's bond program have been exhausted. Despite limited funds, the need for capital facility renewal remains, as well as real estate acquisition opportunities that may become available. To that end, staff recommends the Board consider using SAUSD's future redevelopment revenue to fund District facilities projects through lease-purchase financing. Doing so may allow the District to maximize this redevelopment revenue for upcoming projects, as well as create greater instructional opportunities for our students and increased value for our community. The District's financial advisor, Government Financial Strategies, will present information on this potential financing.

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

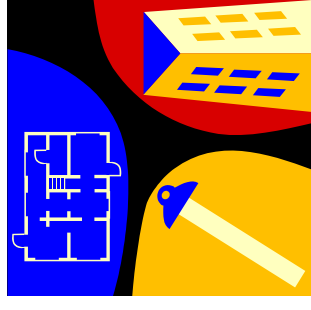
Not Applicable

**RECOMMENDATION:**

Presented for Board's consideration.

# Santa Ana Unified School District

## Financing School Facilities with Redevelopment Revenues



Presented by Lori Raineri and Keith Weaver  
October 25, 2016

# Tonight's Agenda

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- ◆ Upcoming School Facilities Projects
- ◆ Redevelopment Revenues
- ◆ Potential Financing
- ◆ Next Steps



# Upcoming School Facilities Projects

- ◆ The District is planning to replace portable classrooms with permanent classrooms at:

- ▶ Frederick Remington Elementary School



- ▶ McFadden Intermediate School



- ▶ Valley High School



- ◆ Estimated funding need: approx. \$15 million.

# School Facilities Funds

## ◆ Primary sources of school facilities funds:

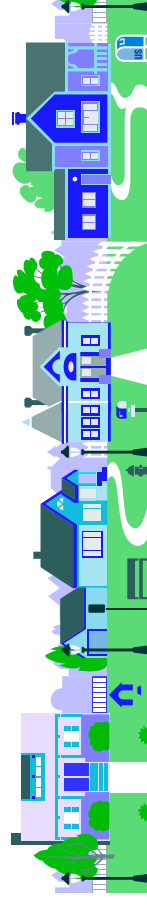
- ▶ State of California
  - State school construction program currently has no available funds
    - If/when it does, matching funds required



- ▶ Development & Redevelopment
  - Development impact fees
  - Redevelopment revenues

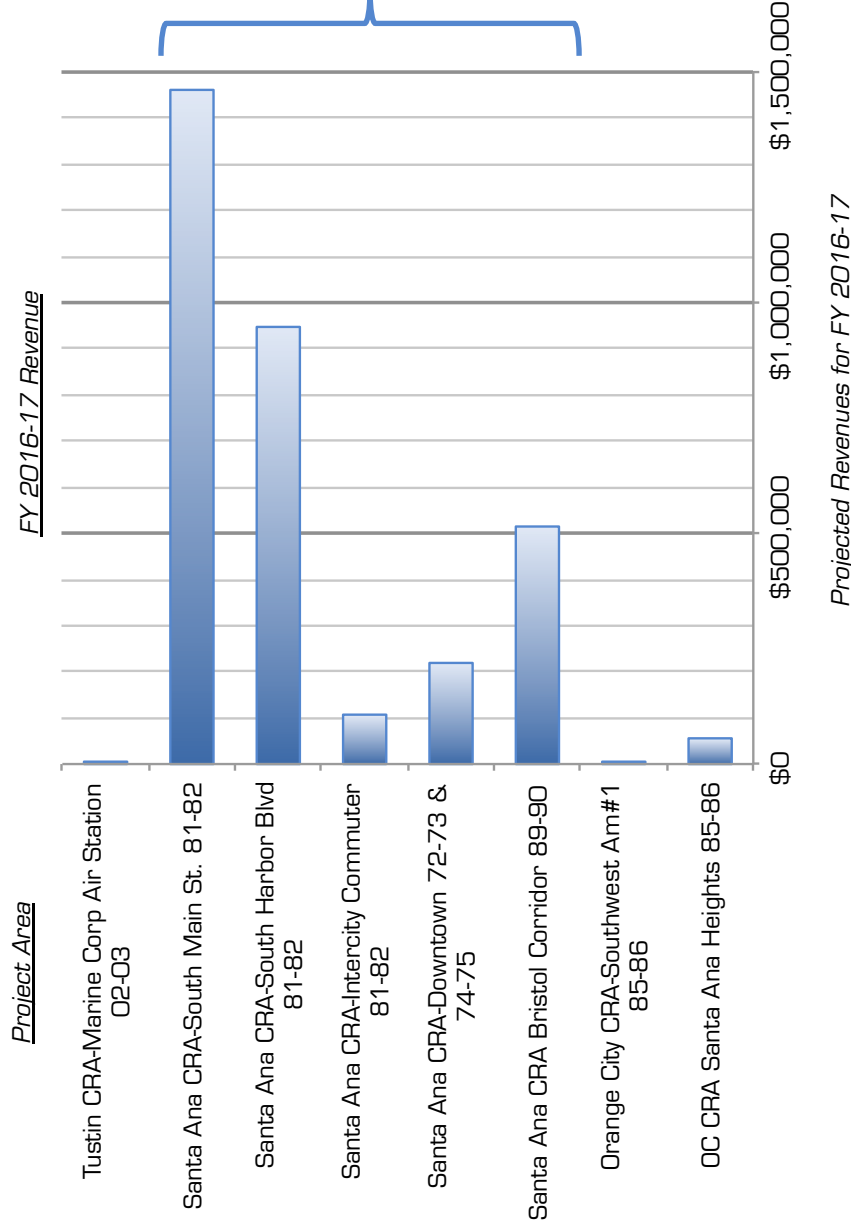


- ▶ Local bond measure program
  - Measure C and Measure G bond funds are exhausted.



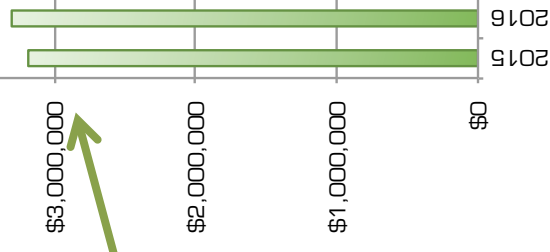
# Sources of Redevelopment Revenue

## The District's Redevelopment Revenue Comes from 4 Redevelopment Agencies Administering 8 Project Areas, Projected to Total \$3.3 Million in FY 2016-17



Notes: Information per Cooperative Strategies.

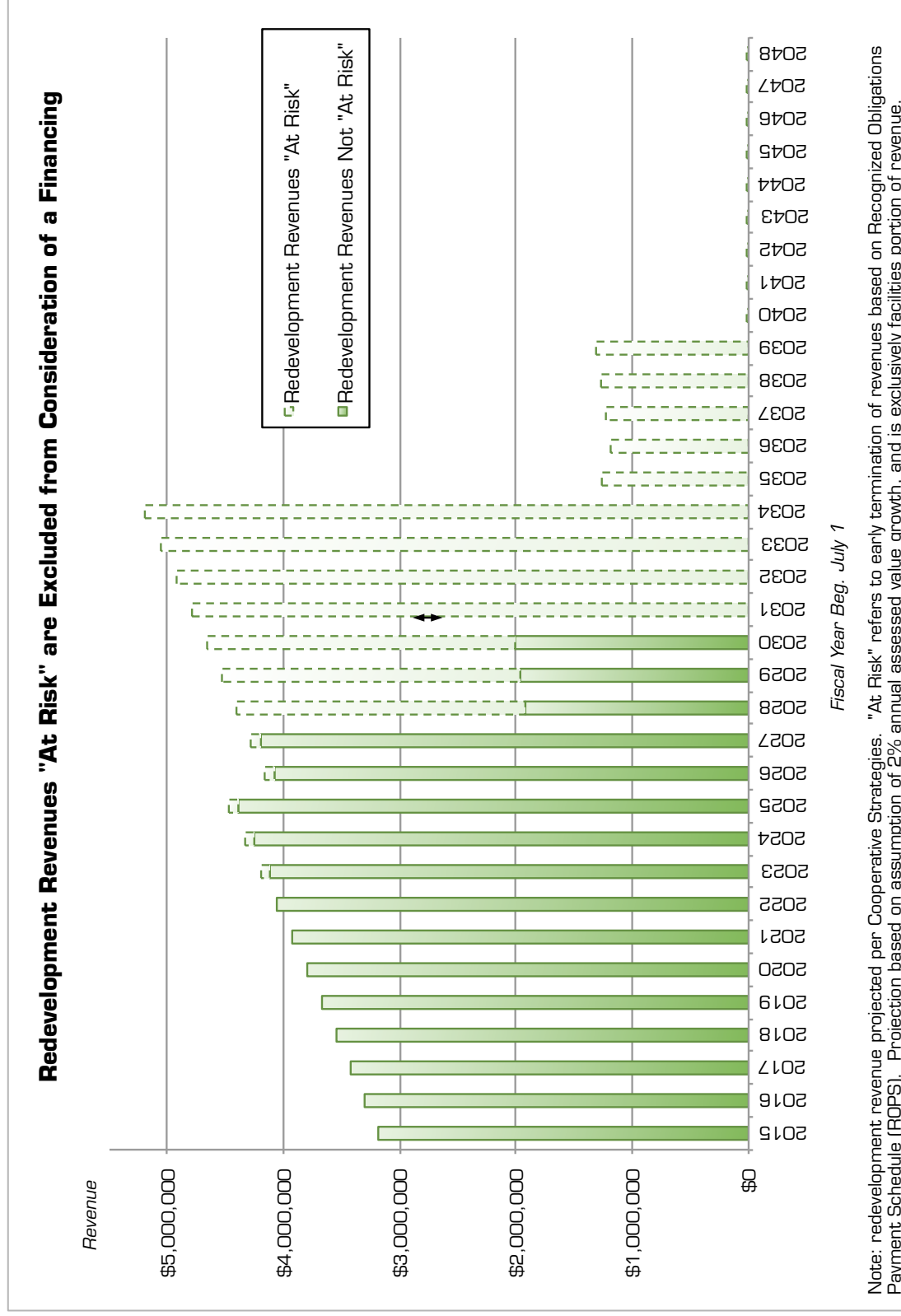
All revenues added together form the basis of future projections.



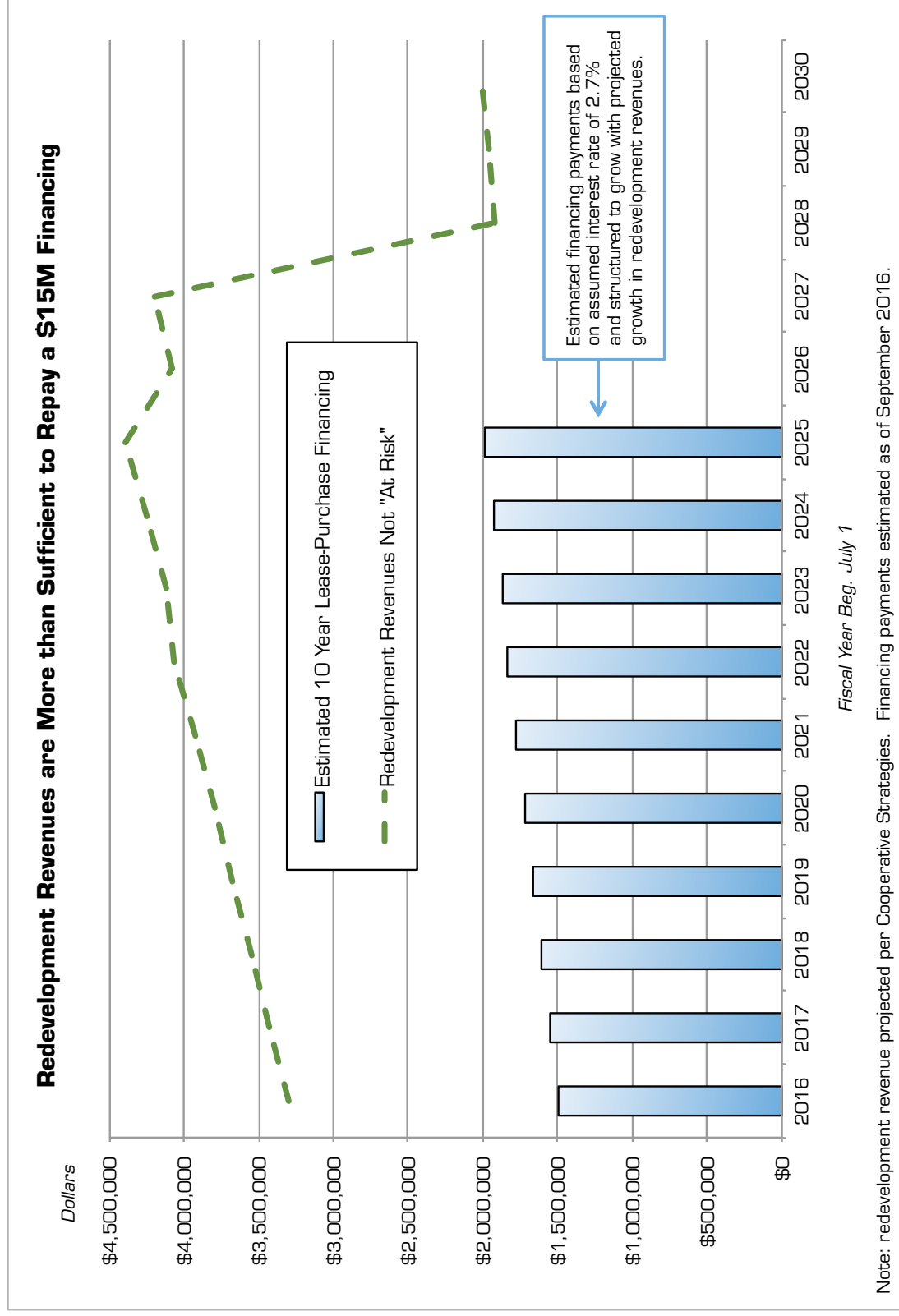
Note: redevelopment revenue Payment Schedule (ROPS)



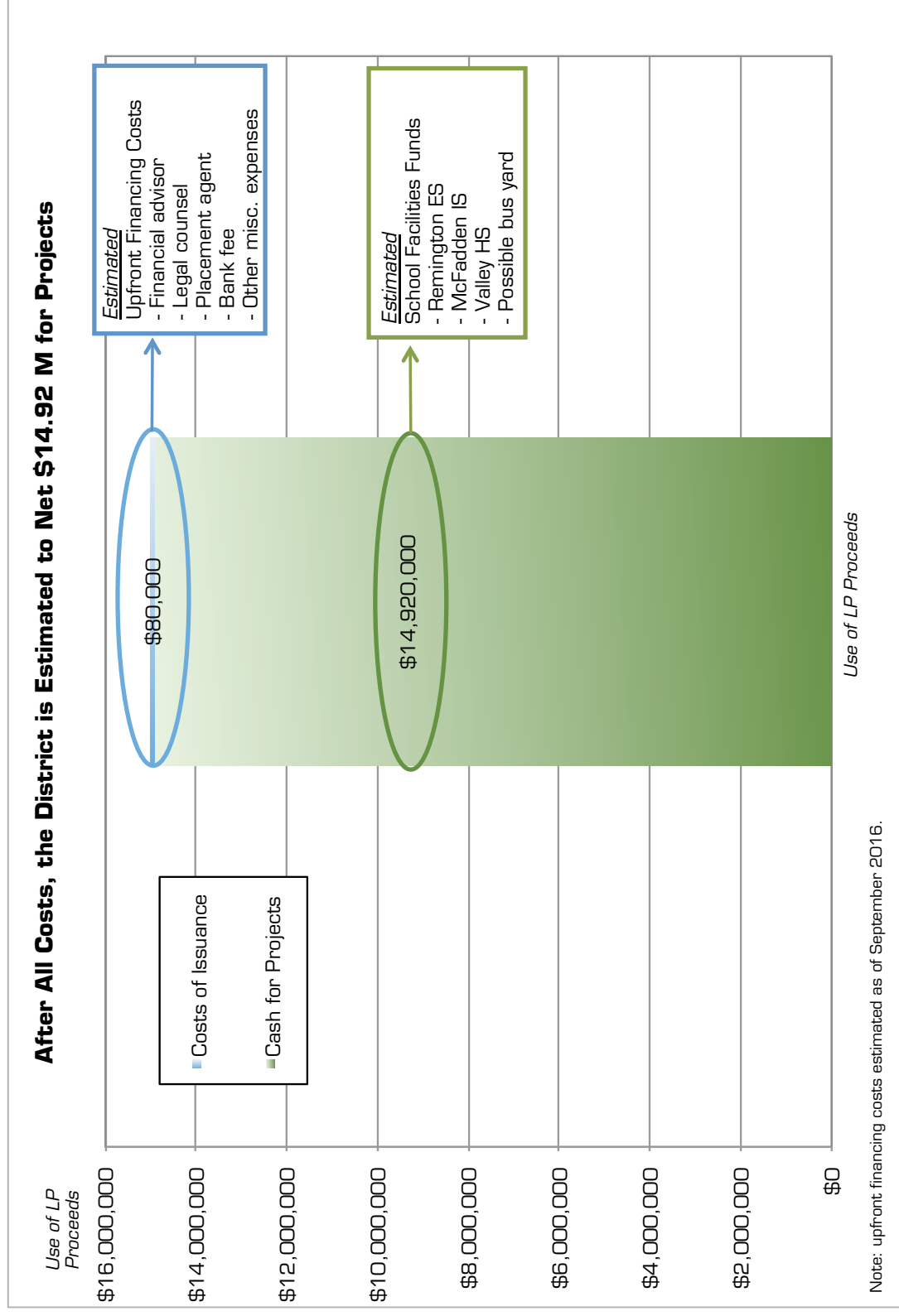
# Projected Redevelopment Revenue



# Revenues More Than Sufficient



# Net \$14.92 Million for Facilities



# About Lease-Purchase Financing

- ◆ Lease-purchase financing includes two types:
  - ▶ Lease-purchases: placed directly with a bank.
  - ▶ Certificates of Participation (COPs): packages a lease-purchase into certificates for sale to the bond market.
- ◆ Lease-purchases are less expensive for relatively small borrowings over short terms, and COPs are less expensive for relatively large borrowings over longer terms.

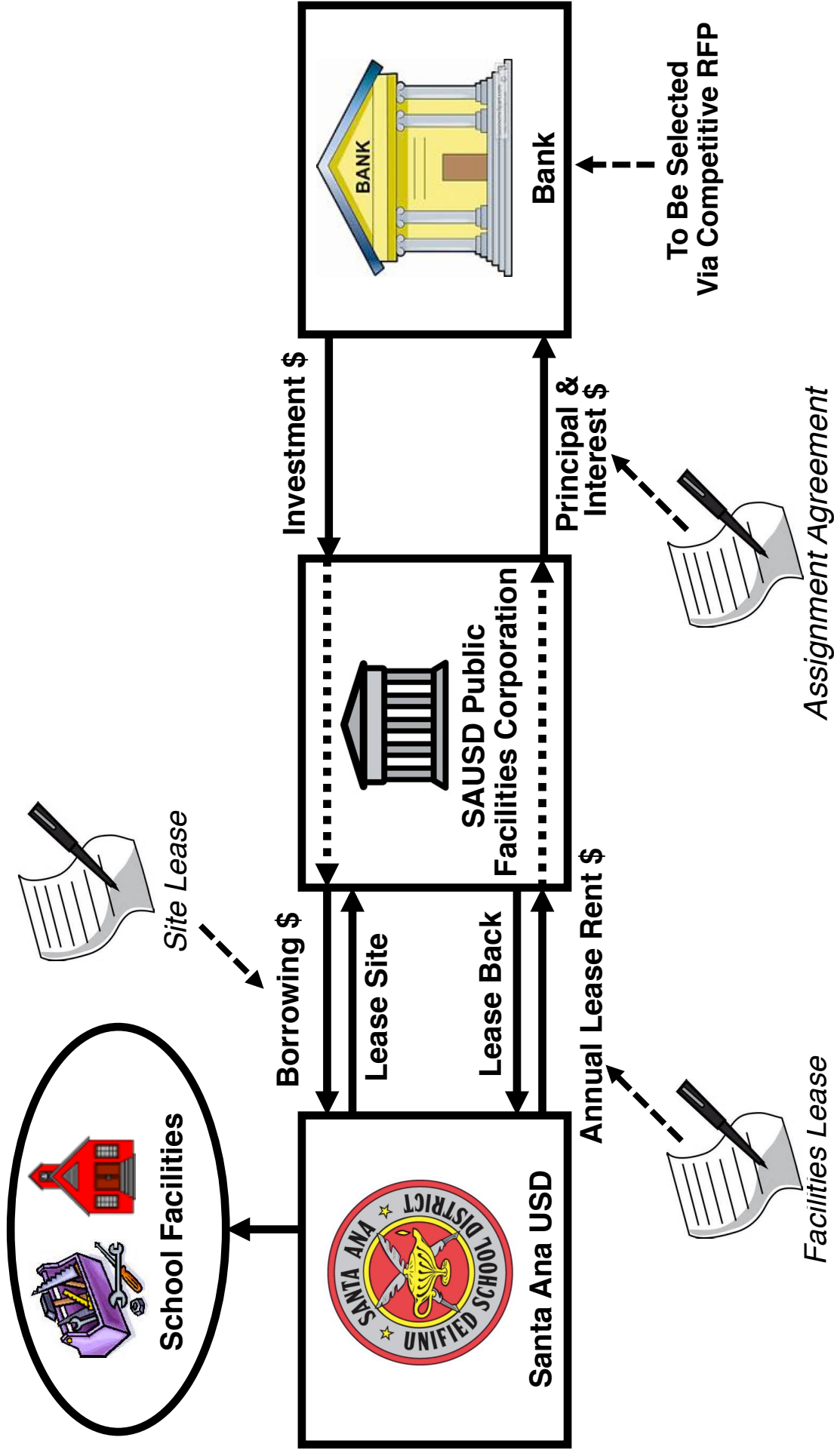
- ◆ Lease-purchases are very common:

Top 5 Methods to Finance K-12 School Facilities				Number by All Public Agencies
Rank	Type of Financing	Number		
1	General Obligation Bonds	4,489		7,292
2	Lease-Purchases and COPs	1,209		4,369
3	Mello-Roos CFD/Limited Tax Bonds	728		2,401
4	Revenue Bonds	552		10,446
5	Bond Anticipation Notes	99		259
Notes: Per CDIAC January 1993 to August 2016. Different labels of revenue bonds are categorized together. Some labels are renamed for clarification purposes.				

# District Has Used Lease-Purchases Before

Summary of Lease-Purchase Financing					
<u>Issue</u>	<u>Purpose</u>	<u>Issuance Amount</u>	<u>Final Maturity</u>	<u>Amount Outstanding [9/1/2016]</u>	<u>FY 16-17 Payment Obligation</u>
1990 COPs	Finance the acquisition of property for use as the District's primary administrative office	\$19,800,000	Jul-15	\$0	n/a
1998 COPs	Finance lighting and ceiling retrofitting, a District-wide irrigation system, and heating and air-conditioning at Greenville Elementary and Remington Elementary	\$4,370,000	Apr-18	\$0	n/a
1998 A COPs	Finance the construction of Romero-Cruz Elementary and the construction of the Central Food Kitchen	\$10,510,000	Apr-11	\$0	n/a
1999 COPs	Finance the acquisition, construction and equipping of two new elementary schools (Esquada Elementary and Heroes Elementary).	\$17,691,700	Apr-36	\$10,072,230	\$2,145,000
2002 COPs	Finance the acquisition, installation and integration of a management information system, including computer hardware and software	\$5,180,000	Apr-13	\$0	n/a
2002 LP QZABs	Finance certain improvements, equipment and other education development programs.	\$7,000,000	Dec-16	\$7,000,000	\$395,183
2005 LP QZABs	Finance certain improvements, equipment and other education development programs.	\$4,500,000	Oct-21	\$4,500,000	\$230,810
2007 COPs	1) Refinance the 1998 COPs, 2) refinance the 1998 Series A COPs, 3) partially refinance the Series 1999 COPs, and 4) finance the acquisition and construction of infrastructure improvements and acquisition of equipment.	\$29,725,000	Apr-37	\$23,170,000	\$2,208,384
2009 Refinancing Lease-Purchase	Refinance the District's 1990 COPs.	\$5,118,911	Jul-15	\$0	n/a
2012 COP QZABs	Finance STEM Academies and solar energy projects at 10 school sites: Century, Valley, Segerstrom, & Santa High Schools, Carr, MacArthur, & McFadden Intermediate Schools, Taft, Thorpe, & Heninger Elementary Schools	\$30,000,000	Dec-35	\$26,240,000	\$1,364,660

# Lease-Purchase Legal Structure



# School Site Subject to Lease

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- ◆ A school site will be subject to the lease agreement.
  - ▶ The site is to be determined – based on lease criteria.
  - ▶ The school site will serve as collateral for the financing.
  - ▶ In the event the District defaults, investors have the option to take possession of the site and sell or lease it.
- 
- ◆ As a practical matter, investors are counting on the District to live up to its obligation in good faith.
  - ◆ Additional Safeguard:
    - ▶ County Department of Education Budget Review/AB 1200





# Primary Legal Documents

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- ◆ Board Resolution: authorizes financing within parameters and signing of documents in substantially the same form.
- ◆ Site Lease: District leases the school site to Santa Ana USD Public Facilities Corporation in exchange for funds.
- ◆ Facilities Lease: Santa Ana USD Public Facilities Corporation leases the school site back to District in exchange for principal and interest payments over 15 years.
- ◆ Assignment Agreement: Santa Ana USD Public Facilities Corporation assigns responsibility for the principal and interest payments to the bank.



# County Dept. of Education Review

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- ◆ The District must notify the County Department of Education and County Auditor regarding the financing.

- ▶ Per Education Codes 42133(a) & 17150.1(a)



- ◆ Formal written notification is due to Orange County Department of Education and the County by November 10.
- ◆ The County Department of Education and County Auditor may comment publicly to the Board regarding the capability of the District to repay the financing.

# Next Steps

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- ◆ Tonight: information only
- ◆ November 10: notification provided to County Department of Education and County Auditor.
- ◆ November 15: RFP responses from banks received.
- ◆ December 13: 1) Board considers approval of Resolution and financing documents, and 2) Board, acting as the Board of the Santa Ana USD Public Facilities Corporation, considers approval of Resolution and financing documents.
- ◆ December 20: closing and funds available.



**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Authorization to Award a Contract for Bid Package No. 3802 – Bleacher Replacement at Century High School Under Emergency Repair Program

**ITEM:** Action

**SUBMITTED BY:** Tina Douglas, Assistant Superintendent, Business Services

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

**BACKGROUND INFORMATION:**

Submitted for Board consideration is the staff recommendation for approval to award a contract for Bid Package No. 3802 – Bleacher Replacement at Century High School under the Emergency Repair Program.

**RATIONALE:**

Legal advertisement of notice calling for bids was placed in the *Orange County Reporter* on September 14, and September 21, 2016. On September 26, 2016, staff received and opened five bids. J.L. Cobb Painting & Construction represents the lowest responsive, responsible bidder. J.L. Cobb Painting & Construction has contracted with the District for services previously.

**ITEM SUMMARY:**

- Bid Amount: \$522,780.00
- Contract Start: November 1, 2016
- Contract End: March 1, 2017
- Utilization of State Emergency Repair (ERP) Program funds
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045.

Contractor	Bid Amount
J.L. Cobb Painting & Construction	<b>\$522,780.00</b>
USS Cal Builders	\$528,000.00
Dalke & Sons Construction	\$537,680.00
Case & Sons Construction, Inc.	\$577,300.00
Scorpio Enterprises dba Aire-Masters	\$582,400.00

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

**FUNDING:**

Emergency Repair Program (ERP) Funds: \$522,780.00

**RECOMMENDATION:**

Authorize staff to award a contract to J.L. Cobb Painting & Construction for Bid Package No. 3802 – Bleacher Replacement at Century High School under the Emergency Repair Program.

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Board Policy (BP) 3100.1 – Establishment and Reservations of Fund Balance as Defined by Governmental Accounting Standards Board 54  
(Revised: For Adoption)

**ITEM:** Action

**SUBMITTED BY:** Tina Douglas, Assistant Superintendent, Business Services

**PREPARED BY:** Swandayani Singgih, Director, Budget

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**BACKGROUND INFORMATION:**

The objective of GASB 54 is to enhance the usefulness of fund balance information by providing clearer fund balance classification that can be more consistently applied by clarifying the existing governmental fund type definitions. The GASB standards are enforced by the California Department of Education and the audit process.

**RATIONALE:**

The purpose of this agenda item is to seek Board adoption of Board Policy (BP) 3100.1 – Establishment and Reservations of Fund Balance, Minimum Fund Balance Policy, and Spending Order as Defined by Governmental Accounting Standards Board (GASB) 54. The last revision occurred in May 2011.

**ITEM SUMMARY:**

- Board Policy (BP) 3100.1 – Establishment and Reservations of Fund Balance, Minimum Fund Balance Policy, and Spending Order as Defined by Governmental Accounting Standards Board (GASB) 54 revisions to update GASB standards enforced by the California Department of Education.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt the revised Board Policy (BP) 3100.1 – Establishment and Reservations of Fund Balance as Defined by Governmental Accounting Standards Board 54.



# Santa Ana Unified School District

BOARD POLICY NO: 3100.1

SUBJECT: Establishment and Reservations of Fund Balance as Defined by Government Accounting Standards Board 54

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Business Services, Budget

REVIEWED: 05/24/2011

## SCOPE:

The District hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

## POLICY:

This policy shall only apply to the District's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned, and unassigned amounts.

- **Nonspendable Fund Balance** consists of funds that cannot be spent due to their form (e.g. inventories and prepaids) or funds that legally or contractually must be maintained intact.
- **Restricted Fund Balance** consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation.
- **Committed Fund Balance** consists of funds that are set aside for a specific purpose by the district's highest level of decision making authority (governing board). Formal action must be taken prior to the end of the fiscal year. The same formal action must be taken to remove or change the limitations placed on the funds.
- **Assigned Fund Balance** consists of funds that are set aside with the intent to be used for a specific purpose by the district's highest level of decision making authority or a body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
- **Unassigned Fund Balance** consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

## **Minimum Fund Balance Policy**

The governing board maintains a minimum fund balance policy for the General Fund in order to protect the district against revenue shortfalls or unpredicted one-time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than two percent of General Fund expenditures and other financing uses.



# Santa Ana Unified School District

BOARD POLICY NO: 3100.1

SUBJECT: Establishment and Reservations of Fund Balance as Defined by Government  
Accounting Standards Board

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Business Services, Budget

REVIEWED: 05/24/2011

## **Stabilization Arrangement**

A portion of the fund balance of the General Fund is committed for stabilization arrangements, such as might be needed in emergency situations or when revenue shortages or budgetary imbalances occur. The resolution states that, at fiscal year-end, an amount approximately equal to, but not less than, seven percent of the annual operating expenditures of the General Fund is to be committed for use in covering catastrophic losses, including natural and man-made disasters, insurance loss reserves, and limited operating expenses in a period of severe economic uncertainty. On June 30 of each fiscal year, seven percent of the fund balance for the General Fund is reported as committed for economic stabilization. The resolution recognizes that under extreme conditions, the use of resources may result in the committed fund balance amount dropping below the established threshold. Such amounts are required to be reinstated by the end of the subsequent fiscal year.

## **Authority to Commit Funds**

The governing board is the highest level of decision-making authority for the district. Commitments may be established, modified, or rescinded only through budget adoption or resolutions as approved by the governing board.

## **Authority to Assign Funds**

The governing board or designee associate superintendent, business services/chief business officer may assign amounts for specific purposes.

## **Spending Order Policy**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the district considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the district considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

## **Annual Review and Determination of Fund Balance Reserve Amounts**

Compliance with the provisions of this policy shall be reviewed, presented, and discussed as part of the Unaudited Actuals Financial Reporting process and presentation to the Governing Board. The amounts of nonspendable, restricted, committed, assigned, and unassigned fund balances shall be reported in the Unaudited Actuals report.

## **DESIRED OUTCOME:**

Through this policy, the District shall establish and maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

District Policies and Procedures: none

Legal Reference: none



# Santa Ana Unified School District

BOARD POLICY NO: 3100.1

SUBJECT: Establishment and Reservations of Fund Balance as Defined by Government Accounting Standards Board 54

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Business Services, Budget

REVIEWED: 05/24/2011

## SCOPE:

The District hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

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The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

## **Minimum Fund Balance Policy**

The governing board maintains a minimum fund balance policy for the General Fund in order to protect the district against revenue shortfalls or unpredicted one-time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than two percent of General Fund expenditures and other financing uses.





# Santa Ana Unified School District

BOARD POLICY NO: 3100.1

SUBJECT: Establishment and Reservations of Fund Balance as Defined by Government Accounting Standards Board

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Business Services, Budget

REVIEWED: 05/24/2011

## **Stabilization Arrangement**

A portion of the fund balance of the General Fund is committed for stabilization arrangements, such as might be needed in emergency situations or when revenue shortages or budgetary imbalances occur. The resolution states that, at fiscal year-end, an amount approximately equal to, but not less than, seven percent of the annual operating expenditures of the General Fund is to be committed for use in covering catastrophic losses, including natural and man-made disasters, insurance loss reserves, and limited operating expenses in a period of severe economic uncertainty. On June 30 of each fiscal year, seven percent of the fund balance for the General Fund is reported as committed for economic stabilization. The resolution recognizes that under extreme conditions, the use of resources may result in the committed fund balance amount dropping below the established threshold. Such amounts are required to be reinstated by the end of the subsequent fiscal year.

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The governing board or designee associate superintendent, business services/chief business officer may assign amounts for specific purposes.

## **Spending Order Policy**

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## **Annual Review and Determination of Fund Balance Reserve Amounts**

Compliance with the provisions of this policy shall be reviewed, presented, and discussed as part of the Unaudited Actuals Financial Reporting process and presentation to the Governing Board. The amounts of nonspendable, restricted, committed, assigned, and unassigned fund balances shall be reported in the Unaudited Actuals report.

## **DESIRED OUTCOME:**

Through this policy, the District shall establish and maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

## **IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

District Policies and Procedures: none

Legal Reference: none

## AGENDA ITEM BACKUP SHEET

October 25, 2016

### Board Meeting

**TITLE:** Board Policy (BP) 3511 – Energy and Water Conservation (Revised: For Adoption)

**ITEM:** Action

**SUBMITTED BY:** Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

**PREPARED BY:** Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

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#### BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board for review and adoption Board Policy (BP) 3511 – Energy and Water Conservation.

#### RATIONALE:

The updated board policy contains revisions from the California School Board Associations model policy. The revisions reflect water conservation measures to comply with local ordinances and best practices with regard to conducting fundraising car washes.

The last revision occurred on April 2004.

#### FUNDING:

Not Applicable

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

#### RECOMMENDATION:

Adopt the revised Board Policy (BP) 3511 – Energy and Water Conservation.

OW:rb

#### ITEM SUMMARY:

- Board Policy (BP) 3511 – Energy and Water Conservation revised for adoption.



# Santa Ana Unified School District

## BOARD POLICY NO. 3511

SUBJECT: **ENERGY AND WATER CONSERVATION**

CATEGORY: Classification: Business and Noninstructional Operations

RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental Relations

Effective: 5/1984

Revised:

### SCOPE:

The Governing Board is committed to reducing the District's demand for electricity and water to help conserve natural resources and to save money to support other District needs. To that end, the Board shall establish goals to help reduce the district's energy and water consumption.

### POLICY:

The Superintendent or designee shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs.

As part of the energy efficiency program, the Superintendent or designee shall develop an emergency action plan to address actions to be taken in the event of power outages in schools, both during and after school operations. The action plan shall also address the role of staff, students and parents/guardians in helping to conserve resources and other activities to help the district meet energy reduction goals. (cf. 3516 - Emergencies and Disaster Preparedness Plan) (cf. 3516.5 - Emergency Schedules)

The Superintendent or designee shall analyze the increase on the District's budget. He/ she shall necessary contingency plans. (cf. 3100 - Budget)

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its energy and water conservation goals. (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee ~~opportunities and~~ shall present to the Board cost-reducing ~~opportunities to achieve~~ its conservation goals.

The Superintendent or designee shall emphasize conservation instruction at the elementary and secondary levels which will provide students a knowledge and motivation to participate in energy conservation practices. The information shall include those types of energy conservation measures that application in the home as well as the classroom.

The Superintendent or designee shall periodically report to the Board on the District's progress in meeting energy and water use reduction goals.

**All car wash fundraisers shall be suspended due to the State-wide drought emergency. If care wash fundraisers are allowed to resume following the conclusion of the drought emergency, all events shall have water hoses equipped with a spray nozzle that shuts off automatically to reduce water waste, which is the law.**

- Look for a location where the run off can be disposed of without it entering a storm drain, such as a lawn.
- Seal off the catch basin and pump the water to a vegetated area or lawn.

**DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to energy and water conservation incurred for the purpose of reducing District costs as stewards of public funds.

**IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:****District Policies and Procedures:**

Administrative Regulation 3511, Energy and Water Conservation

**Legal Reference:**

41422	School term or session length, failure to comply due to disaster
46392	Emergency conditions; ADA estimate

**PUBLIC RESOURCES CODE**

25410-25421	Energy conservation assistance
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**Management Resources:****CDE MANAGEMENT ADVISORIES**

0118.01	California's Energy Challenge
0706.90	Water Conservation Advisory, 90-09
0222.90	Average Daily Attendance Credit During Periods of Emergency 90-01

**WEB SITES**

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

California Department of Education, Facilities Division, Energy Challenge:

<http://www.cde.ca.gov/facilities/energyefficiency>

California Energy Commission: <http://www.energy.ca.gov/>

Alliance to Save Energy: <http://www.ase.org/>



# Santa Ana Unified School District

## BOARD POLICY NO. 3511

**SUBJECT: ENERGY AND WATER CONSERVATION**

**CATEGORY:** Classification: Business and Noninstructional Operations

**RESPONSIBLE OFFICE(S):** Business Services, Facilities & Governmental Relations

Effective: 5/1984

Revised: 10/2016

### **SCOPE:**

The Governing Board is committed to reducing the District's demand for electricity and water to help conserve natural resources and to save money to support other District needs. To that end, the Board shall establish goals to help reduce the district's energy and water consumption.

### **POLICY:**

The Superintendent or designee shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs.

As part of the energy efficiency program, the Superintendent or designee shall develop an emergency action plan to address actions to be taken in the event of power outages in schools, both during and after school operations. The action plan shall also address the role of staff, students and parents/guardians in helping to conserve resources and other activities to help the district meet energy reduction goals. (cf. 3516 - Emergencies and Disaster Preparedness Plan) (cf. 3516.5 - Emergency Schedules)

The Superintendent or designee shall analyze the increase on the District's budget. He/ she shall necessary contingency plans. (cf. 3100 - Budget)

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its energy and water conservation goals. (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall present to the Board cost-reducing opportunities to achieve its conservation goals.

The Superintendent or designee shall emphasize conservation instruction at the elementary and secondary levels which will provide students a knowledge and motivation to participate in energy conservation practices. The information shall include those types of energy conservation measures that application in the home as well as the classroom.

The Superintendent or designee shall periodically report to the Board on the District's progress in meeting energy and water use reduction goals.

All car wash fundraisers shall be suspended due to the State-wide drought emergency. If care wash fundraisers are allowed to resume following the conclusion of the drought emergency, all events shall have water hoses equipped with a spray nozzle that shuts off automatically to reduce water waste, which is the law.

- Look for a location where the run off can be disposed of without it entering a storm drain, such as a lawn.
- Seal off the catch basin and pump the water to a vegetated area or lawn.

**DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to energy and water conservation incurred for the purpose of reducing District costs as stewards of public funds.

**IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:****District Policies and Procedures:**

Administrative Regulation 3511, Energy and Water Conservation

**Legal Reference:**

41422	School term or session length, failure to comply due to disaster
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**PUBLIC RESOURCES CODE**

25410-25421	Energy conservation assistance
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**Management Resources:****CDE MANAGEMENT ADVISORIES**

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Alliance to Save Energy: <http://www.ase.org/>

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:** Board Policy (BP) 7400 – Parking (Revised: For Adoption)

**ITEM:** Action

**SUBMITTED BY:** Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

**PREPARED BY:** Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for review and adoption Board Policy (BP) 7400 – Parking.

**ITEM SUMMARY:**

- Board Policy (BP) 7400 – Parking revised for adoption.

**RATIONALE:**

The updated board policy contains revisions from the California School Board Associations model policy. The revisions reflect changes to Disabled Parking designations as well as other adjustments.

The last revision occurred on September 2011.

**FUNDING:**

Not Applicable

**LCAP Goal 3.3:** Establish processes that support maintaining current facilities (school safety and maintenance).

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**RECOMMENDATION:**

Adopt the revised Board Policy (BP) 7400 – Parking.

OW:rb



# Santa Ana Unified School District

## BOARD POLICY BP 7400

SUBJECT: **PARKING**

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

Effective: 9/2011

Revised:

### SCOPE:

The Superintendent or designee shall develop and maintain supplemental standards to those required by Federal or State law as to school parking facilities and drop-off procedures to ensure the safety of the students, staff, and the public. District schools are required to employ the district standards, where practicable and adequate site area exists. District parking and student drop-off regulations shall apply to all staff, student, and visitor motor vehicles and bicycles on District property.

### POLICY:

#### Designated Parking

Parking spaces will be marked for ~~handicapped~~ the disabled, ~~principal~~ **designated staff**, and visitors. Reservation of parking spaces for additional purposes, including other school officials, will be reviewed by the Superintendent, or designee, for approval. Approval **of reserved spaces** will be based on the amount of available parking and path of travel considerations from the parking lot to the main entrance of the school **or facility**.

### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

Administrative Regulation 7400 (b)

#### **Legal Reference:**

Education Code

Parking





# Santa Ana Unified School District

## BOARD POLICY BP 7400

SUBJECT: **PARKING**

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

Effective: 9/2011

Revised: 10/2016

### SCOPE:

The Superintendent or designee shall develop and maintain supplemental standards to those required by Federal or State law as to school parking facilities and drop-off procedures to ensure the safety of the students, staff, and the public. District schools are required to employ the district standards, where practicable and adequate site area exists. District parking and student drop-off regulations shall apply to all staff, student, and visitor motor vehicles and bicycles on District property.

### POLICY:

#### Designated Parking

Parking spaces will be marked for the disabled, designated staff, and visitors. Reservation of parking spaces for additional purposes, including other school officials, will be reviewed by the Superintendent, or designee, for approval. Approval of reserved spaces will be based on the amount of available parking and path of travel considerations from the parking lot to the main entrance of the school or facility.

### IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

#### **District Policies and Procedures:**

Administrative Regulation 7400 (b)

#### **Legal Reference:**

Education Code

Parking

Adopted: (9-11 10-16)

Santa Ana, CA

**AGENDA ITEM BACKUP SHEET**  
**October 25, 2016**

**Board Meeting**

**TITLE:**                **Board Bylaw (BB) 9321 – Closed Session Purposes and Agendas  
(Revised: For Adoption)**

**ITEM:**                **Action**

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for adoption the proposed revisions to the current Board Bylaw (BB) 9321 – Closed Session Purposes and Agendas.

**RATIONALE:**

Bylaw updated to clarify that the Board may not meet in closed session under the "personnel exception" (Government Code 54957) of the Ralph M. Brown Act to discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. "Negotiations/Collective Bargaining" section revised to reflect that the Board may meet with the district's designated representatives in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent.

**RECOMMENDATION:**

Adopt the revised Board Bylaw (BB) 9321 – Closed Session Purposes and Agendas.



# Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: M/D/YYYY

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

## SCOPE:

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Governing Board ~~may~~ shall hold closed sessions only for purposes identified in authorized by law. The Board ~~may hold a~~ A closed session at any time ~~may be held~~ during a regular, ~~or special, meeting and during~~ or emergency meetings in accordance with law. (Government Code 54956.5, 54957.7, 54962) (cf. 9320 Meetings and Notices) (9320 Meetings and Notices) (cf. 9322 Agenda/Meeting Materials 54954.5)

## POLICY:

The ~~Each~~ agenda shall contain a brief general description of all ~~each~~ closed session items to be discussed at the meeting, as required by law. (Government Code 54954.2)

The Board shall disclose in open ~~meeting~~ session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

~~No~~ The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement or report required by the Brown Act, ~~identify any victim or alleged victim of tortious sexual conduct or child abuse~~ unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

~~In accordance with law, a~~ A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963) (cf. 9011 - Disclosure of Confidential/Privileged Information)

## **Personnel Matters**

The Board may hold a closed sessions under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee, ~~or to hear complaints or charges brought against an employee by another person, unless the employee requests an open session.~~ These Such a closed sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

~~(cf. 2123 - Evaluation of the Superintendent)~~ (cf. 2140 - Evaluation of the Superintendent) (cf. 4115 - Evaluation/Supervision) (cf. 4118 - Suspension/Disciplinary Action)



# Santa Ana Unified School District

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REVIEWED: 10/25/2016

~~(cf.4218 - Dismissal/Suspension/Disciplinary Action)~~ (cf.4215 - Evaluation/Supervision) (cf. 4218 - Dismissal/Suspension/Disciplinary Action) (cf. 4315 - Evaluation/Supervision)

~~Before the~~ The Board may holds a closed session on specific to hear complaints or charges brought against an employee by another person or employee, unless the employee shall receive written notice of his/her right to have the complaints or charges heard in requests an open session if desired. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957) (cf. 1312.1 - Complaints Concerning District Employees) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

## Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

Any meeting and negotiating discussion between the district and a recognized or certified employee organization.

Any meeting of a mediator with either party or both parties to the meeting and negotiating process.

Any hearing, meeting, or investigation conducted by a factfinder or arbitrator.

Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives. (cf. 4143/4243 - Negotiations/Consultation) (cf. 4140/4240/4340 - Bargaining Units) (cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session with the to review the Board's position and/or instruct its designated representative regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board



# Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: M/D/YYYY

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

shall identify its designated representative in open session. ~~These closed sessions~~ Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's Board's designated representative.

(Government Code 54957.6) (cf. 2121 - Superintendent's Contract)

~~Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative.~~ Closed sessions meetings may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session to hear regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

~~For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these proceedings regarding any of the purposes enumerated in. (Government Code 54957.6).

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

## Matters Related to Students

The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, in connection with a student if a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 35146, 48912, 48918, 49073-49079) (cf. 5117 - Interdistrict Attendance) (cf. 5119 - Students Expelled from Other Districts) (cf.



# Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: M/D/YYYY

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

~~5125.3 Challenging Student Records~~ (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) **(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))**

The Board shall meet in closed session to ~~consider the expulsion of a~~ **address any student, matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion.** ~~unless the student submits~~ **If** a written request at least five days before the date of the hearing that the hearing be held in open session. ~~Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled.~~ **for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student.** (Education Code **35146, 48918, 49070**) ~~(cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~ **(cf. 5117 - Interdistrict Attendance)(cf. 5119 - Students Expelled from Other Districts) (cf. 5125.3 - Challenging Student Records) (cf. 5144 - Discipline)**

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," **or** "grade change appeal" ~~or "interdistrict attendance request,"~~ without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information. (cf. 5125 - Student Records)

## Security Matters

The Board may meet in closed session with the **Governor**, Attorney General, district attorney, District **legal** counsel, sheriff or chief of police, or their respective deputies, **or** a security consultant, or a security operations manager, on matters posing a threat to the security of public buildings; ~~a threat~~ to the security of essential services, including water, drinking water, wastewater treatment, natural gas service, and electric service; ~~;~~ or to the public's right of access to public services or public facilities. (Government Code 54957) (cf. 0450 - Comprehensive Safety Plan) (cf. 3515 - Campus Security) (cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)



# Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: M/D/YYYY

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

## Conference with Real Property Negotiator

The Board may meet in closed session with ~~the Board's~~ **its** real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant ~~authority to~~ **authority** regarding the price and terms of **payment for** the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

## Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the ~~Board's~~ **district's** position in the case **litigation**. For this purpose, "litigation" ~~includes any~~ **means** adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation ~~shall be~~ **is** considered **"pending"** ~~when in~~ **any** of the following circumstances exist: (Government Code 54956.9)

Litigation to which the Board is a **"party"** has been initiated formally. (Government Code 54956.9(a))

A point ~~has~~ **is** been reached where, in the Board's opinion based on the advice of **its** legal counsel ~~and on~~ **regarding the** "existing facts and circumstances," there is a **"significant exposure to litigation"** against the district, or the Board is meeting ~~only to decide~~ **solely to determine** whether, based on existing facts and circumstances, a closed session is authorized. (Government Code 54956.9(b))





# Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: M/D/YYYY

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

"Existing facts and circumstances" ~~authorizing a closed session pursuant to Government Code 54956.9(b) as described in #2 above are limited to~~ for these purposes are limited to the following: (Government Code 54956.9)

A. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

B. Facts and circumstances including, but not limited to, an accidents, disasters, incidents or transactional occurrences which might result in litigation against the district, which are already known to potential plaintiffs; and which must be publicly disclosed before the closed session or specified on the agenda.

C. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection. (cf. 3320 - Claims and Actions Against the District)

D. A threat of litigation made by a person in an open meeting on a related specific matter within the responsibility of the Board.

E. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

~~The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on their behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.~~

Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to this section the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)





# Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: M/D/YYYY

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

"Existing litigation" items shall identify the name of the case either specify specified by either the claimant's name, names of parties, and or case or claim number, or shall state that disclosure of case name unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to regarding existing facts and circumstances described in Items #2-5 b-e above (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))

## ~~JPA/Self Insurance Liability Claims~~ Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim against a joint powers authority or self insurance authority of which it is a member, for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5) (~~cf. 3320—Claims and Actions Against the District~~) (cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

## DESIRED OUTCOME:



# Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: M/D/YYYY

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

## Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

## Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617) (cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code ~~requires~~ **authorizes** a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

## IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

### District Policies and Procedures:

#### Legal Reference:

- 35145 Public meetings
- 35146 Closed session (re student suspension)
- 44929.21 Districts with ADA of 250 or more**
- 48912 Governing board suspension**
- 48918 Rules governing expulsion procedures; hearings and notice
- ~~49073 Release of directory information~~
- ~~49076 Access to records by persons without written parental consent~~
- ~~49079 Notification to teacher re: students whose actions are grounds for suspension or expulsion~~
- 49070 Challenging content of students records**
- 60617 Meetings of governing board

### California Government Code

- 3540-3549.3 Educational Employment Relations Act
- ~~6250-6276.48 California Public Records Act~~
- 6252-6270 California Public Records Act**
- 54950-54963 The Ralph M. Brown Act, especially:



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## Other Regulatory Authority

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4<sup>th</sup> 860

Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87

Furtado v. Sierra Community College District, (1998) 68 Cal. App. 4th 876

Roberts v. City of Palmdale, (1993) 5 Cal.4th 363

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

## ATTORNEY GENERAL OPINIONS

94 Ops.Cal.Atty.Gen. 82 (2011)

86 Ops.Cal.Atty.Gen. 210 (2003)

78 Ops.Cal.Atty.Gen. 218 (1995)

59 Ops.Cal.Atty.Gen. 532 (1976)

57 Ops. Cal. Atty. Gen. 209 (1974)

Adopted: (7-77 8-77 4-94 10-00) 5-03



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## **SCOPE:**

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Governing Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meetings in accordance with law. (Government Code 54954.5)

## **POLICY:**

Each agenda shall contain a general description of each closed session items to be discussed at the meeting, as required by law. (Government Code 54954.2)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963) (cf. 9011 - Disclosure of Confidential/Privileged Information)

## **Personnel Matters**

The Board may hold a closed sessions under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent) (cf. 4115 - Evaluation/Supervision)  
(cf.4118 - Suspension/Disciplinary Action) (cf.4215 - Evaluation/Supervision) (cf.  
4218 - Dismissal/Suspension/Disciplinary Action) (cf. 4315 - Evaluation/Supervision)

The Board may hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This



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notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957) (cf. 1312.1 - Complaints Concerning District Employees) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

## **Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

Any meeting and negotiating discussion between the district and a recognized or certified employee organization.

Any meeting of a mediator with either party or both parties to the meeting and negotiating process.

Any hearing, meeting, or investigation conducted by a factfinder or arbitrator.

Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives. (cf. 4143/4243 - Negotiations/Consultation) (cf. 4140/4240/4340 - Bargaining Units) (cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative.

(Government Code 54957.6) (cf. 2121 - Superintendent's Contract)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions



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held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

## Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The Board shall meet in closed session to address any student, matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48918, 49070) (cf. 5117 - Interdistrict Attendance)(cf. 5119 - Students Expelled from Other Districts) (cf. 5125.3 - Challenging Student Records) (cf. 5144 - Discipline)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," or "grade change appeal" without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information. (cf. 5125 - Student Records)





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## **Security Matters**

The Board may meet in closed session with the Governor, Attorney General, district attorney, District legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant, or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957) (cf. 0450 - Comprehensive Safety Plan) (cf. 3515 - Campus Security) (cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

## **Conference with Real Property Negotiator**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)



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## Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

Litigation to which the Board is a "party" has been initiated formally. (Government Code 54956.9(a))

A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts and circumstances, a closed session is authorized. (Government Code 54956.9(b))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

A. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

B. Facts and circumstances including, but not limited to, an accidents, disasters, incidents or transactional occurrences which might result in litigation against the district, which are already known to potential plaintiffs; and which must be publicly disclosed before the closed session or specified on the agenda.

C. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection. (cf. 3320 - Claims and Actions Against the District)

D. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

E. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))





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Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, and or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in items #2 b-e above (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))

## **Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5) (cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)



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The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

## **DESIRED OUTCOME:**

### **Review of Audit Report from California State Auditor's Office**

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

### **Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617) (cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.



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## IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

### **District Policies and Procedures:**

#### **Legal Reference:**

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- 35146 Closed session (re student suspension)
- 44929.21 Districts with ADA of 250 or more
- 48912 Governing board suspension
- 48918 Rules governing expulsion procedures; hearings and notice
  
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