

*Santa Ana Unified School District  
Board of Education*

**Board Meeting Agenda**

**Tuesday, June 07, 2016  
6:00 p.m.**

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



**Rob Richardson  
Vice President**

**John Palacio  
President**

**Rick Miller, Ph.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>



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 Sections 35146 and 48918:

STUDENT EXPULSIONS AND DISCIPLINE ISSUES:

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

PUBLIC EMPLOYMENT: Elementary School Principal(s); Intermediate School Principal(s); High School Assistant Principal(s)

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

File Numbers: LBI 1502095 RV and LPD 1602097

- D. 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

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

RECOGNITIONS / ACKNOWLEDGMENTS

- Acknowledgment of Summer 2016 Jet Propulsion Laboratory Student Interns
- Certificated Employee of the Month for June 2016, Kerstin Higbie
- Classified Employee of the Month for June 2016, Maria Zendejas

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 - May 24, 2016
- 1.2 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.3 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
- 1.4 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
- 1.5 Approval of Memorandum of Understanding with Kaiser Entities to Provide Influenza Vaccines to Students for 2016-17 School Year

- 1.6 Approval of California Interscholastic Federation League Representatives for 2016-17 School Year
- 1.7 Ratification of Quality Rating and Improvement System Block Grant No. 42619 through Orange County Department of Education for 2015-16 Program Year
- 1.8 Adoption of Resolution No. 15/16-3119 – Ratification Due to Emergency Carbon Monoxide Detector Alarm Closure of Morning Session of State Preschool Program at Lowell Elementary School
- 1.9 Adoption of Resolution No. 15/16-3120 Authorization of Amendment No. 5 to California State Preschool Program Contract CSPP-5322 for 2015-16 Program Year
- 1.10 Approval of American Sign Language 1 Course for High School Students
- 1.11 Approval of High School Film, Literature & Composition Course Textbook
- 1.12 Approval of Agreement between Educational Solutions and Results and Santa Ana High School for July 1, 2016 through June 30, 2017
- 1.13 Approval of Agreement between CollegeBoard and Santa Ana Unified School District for 2016-17 School Year
- 1.14 Approval of Agreement between Latino Film Institute Youth Cinema Project and Santa Ana High School for Period of June 8 through August 1, 2016
- 1.15 Approval of Agreement between Marzano Research and St. Joseph School for June 22, 2016
- 1.16 Approval of Agreement between President and Fellows of Harvard College and Santa Ana Unified School District for October 1, 2016 through June 30, 2018
- 1.17 Approval of Agreement with Environmental, Health and Safety (EHS) International, Inc. for the Period of June 11, 2016 through August 30, 2016
- 1.18 Approval of Agreement with Jet Propulsion Laboratory, California Institute of Technology for Period of June 20 through August 12, 2016
- 1.19 Approval of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of School-Based Medi-Cal Administrative Activities
- 1.20 Approval of Data-Sharing Agreement between University of California, Los Angeles and Santa Ana Unified School District for June 8, 2016 through June 30, 2017
- 1.21 Approval of Data-Sharing Agreement between Northwest Evaluation Association and Santa Ana Unified School District for June 8, 2016 through June 30, 2019

- 1.22 Approval of Partnership Agreement with SunPower Corporation for Period of June 27 through July 1, 2016
- 1.23 Approval of Intranet Network Support Services Agreement with Orange County Superintendent of Schools for Fiscal Year 2016 –17
- 1.24 Approval of Internet Service Agreement with Orange County Superintendent of Schools for Fiscal Year 2016 –17
- 1.25 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 11, 2016 through May 24, 2016
- 1.26 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of May 11, 2016 through May 24, 2016
- 1.27 Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District - File Numbers: LBI 1502095 RV and LPD 1602097
- 1.28 Authorization to Extend Contracts Awarded through Request for Proposal or Bid for 2016-17 Fiscal Year and Approval to Continue Use of Previously Approved Piggyback Bids, California Multiple Award Schedule (CMAS) and NASPO ValuePoint Agreements
- 1.29 Approval of Board Members Attendance at California School Boards Association Leadership Institute, July 15-16, 2016 in Sacramento, CA
- 1.30 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:

---

#### PUBLIC HEARINGS

- Public Disclosure of Tentative Agreement with Santa Ana Educators' Association
- Local Control Accountability Plan Public Forum
- Adoption of 2016-17 Budget
- Special Education Annual Service Plan for 2016-17 School Year

#### PRESENTATION

- 2016 Graduation Plan Update

## REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Special Education Annual Service Plan for 2016-17 School Year
- 3.0 Acceptance of California School Employees Association (CSEA), and its Chapter 41 Initial Bargaining Proposal to Santa Ana Unified School District (SAUSD) for 2016-19 School Years
- 4.0 Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2016-17 School Year
- 5.0 Authorization to Renew Annual Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for 2016-17 Fiscal Year
- 6.0 Approval of Ratified Payment of Advanced Placement Test Fees to CollegeBoard
- 7.0 Approval of New/Renewal of Membership in Organizations for 2016–17 Fiscal Year
- 8.0 Approval of Agreement with Padres Unidos for 2016-17 School Year
- 9.0 Approval of Agreement with Latino Film Institute Youth Cinema Project for 2016-17 School Year
- 10.0 Approval of Agreement with Footsteps2Brilliance, Inc. for Period of July 1, 2016 through June 30, 2021
- 11.0 Authorization to Award Contract for Purchase of Police Body Worn and Vehicle Cameras to TASER International, Inc.
- 12.0 Authorization to Award a Contract for Bid Package No. 509 – Buildings G and H at Saddleback High School Under Emergency Repair Program

## NEW AND 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) 4133/4233/4333 - Travel Expense Reimbursement (Revised: For Adoption)

## BOARD REPORTS

## ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 28, 2016, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Acknowledgment of Summer 2016 Jet Propulsion Laboratory Student Interns

**ITEM:** Recognition

**SUBMITTED BY:** Michelle Rodriguez, Ed.D, Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Don Isbell, Director, Career Technical Education

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to acknowledge the Summer 2016 Jet Propulsion Laboratory (JPL) Student Interns.

**ITEM SUMMARY:**

Acknowledge the Summer 2016 Jet Propulsion Laboratory Student Interns

**RATIONALE:**

The Summer 2016 Internship Program, “JPL SpaceSHIP,” provides an eight week, in-depth experience in the world of high-tech engineering. Thirty internship applications were submitted for review to Jet Propulsion Laboratory. NASA scientists and staff selected students for the interview and eight students were chosen for this highly competitive summer internship. JPL SpaceSHIP is a high expectations engineering and science research internship experience for talented STEM students that might otherwise be unaware of the career pathways that their academic performance enables. The following students have been selected for the 2016 JPL program:

<b>Student Name</b>	<b>School Name</b>
Alejandro Aguilera	Segerstrom High
Juliana Gonzalez	Saddleback High
Paul Le	Segerstrom High
Andrez Muñiz	Segerstrom High
Natali Pacheco	Santa Ana High
Steve Ramirez	Godinez Fundamental High
Noah Tristan	Segerstrom High
Sara Valencia	Santa Ana High

LCAP Goal 2.11: Establish partnership that ensure student success.

**FUNDING:**

Not applicable

**RECOMMENDATION:**

Acknowledge the Summer 2016 Jet Propulsion Laboratory (JPL) Student Interns.

MR:DI:ez



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Certificated Employee of the Month for June 2016, Kerstin Higbie**

**ITEM:**                   **Recognition**

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

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

---

**BACKGROUND INFORMATION:**

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

**RATIONALE:**

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for June 2016. The members have selected Kerstin Higbie, Nurse, Mitchell Child Development Center.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Kerstin Higbie as Certificated Employee of the Month for June 2016.

**AGENDA ITEM BACKUP SHEET**

**June 7, 2016**

**Board Meeting**

**TITLE:** Classified Employee of the Month for June 2016, Maria Rosalba Zendejas

**ITEM:** Recognition

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

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

---

**BACKGROUND INFORMATION:**

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

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for June 2016. The members have selected Maria Rosalba Zendejas, Pre-School Teacher, Early Childhood Education.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Maria Rosalba Zendejas as Classified Employee of the Month for June 2016.



MAM:nr:ea

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

May 24, 2016

CALL TO ORDER

The meeting was called to order at 5:07 p.m. by Board President Palacio. Other members in attendance were Mr. Richardson, Ms. Amezcua, Mr. Hernández, and Ms. Iglesias.

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

CLOSED SESSION PUBLIC PRESENTATIONS

Mr. Palacio asked those wishing to address the Board in matters pertaining to Closed Session to step to the podium.

There were no individuals wishing to address the Board of Education.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed to consider personnel matters, and negotiations.

RECONVENE OPEN MEETING AT VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

The Regular Board meeting reconvened at 5:45 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Board Member Valerie Amezcua.

RECOGNITIONS/ACKNOWLEDGEMENTS

The following were acknowledged at a special awards recognition at Villa Fundamental Intermediate School:

- Special Olympics Student Athletes
- Tuition-Free Freshman Year at Santa Ana College for SAUSD Graduates
- Certificated Employee of the Month for May 2016, Nancy Marosi
- Classified Employee of the Month for May 2016, Bertha Amezcua
- High School Student Ambassadors
- Santa Ana Public Schools Foundation Scholarship Students
- High School Inc. Culinary Academy at Valley High School

7:25 P.M. MEETING RECONVENED AT THE DISTRICT OFFICE BOARD ROOM

The Pledge of Allegiance was led by Adrian Gallegos, Grade 5 Student from Fremont Elementary School.

#### REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 3-0, the Board appointed John Wysocki to the position of Director of Building Services.

Moved:	Palacio	_____	Richardson	_____	Amezcu	<u> X </u>	Hernández	_____	Iglesias	_____
Seconded:	Palacio	_____	Richardson	_____	Amezcu	_____	Hernández	_____	Iglesias	<u> X </u>
Ayes:	Palacio	<u> X </u>	Richardson	_____	Amezcu	<u> X </u>	Hernández	_____	Iglesias	<u> X </u>
Noes:	Palacio	_____	Richardson	_____	Amezcu	_____	Hernández	_____	Iglesias	_____
Final Vote:	Ayes	<u> 3 </u>	Noes	_____	Abstain	_____	Absent	<u> 2 </u>		

#### CHANGE IN AGENDA ORDER

#### PUBLIC PRESENTATIONS

Mr. Palacio asked those wishing to address the Board on matters related to agenda items to step to the podium as their names were read out.

The follow individuals addressed the Board regarding LCAP, mental health support, restorative justice, and bullying: Cirenio Gonzalez, Paul Zive, Mayre Tapia, Leonel Velazquez, Maria Celedon, Laura Kanter, Jerry Sosa, Brandon Sosa, Dulce Lopez, Guadalupe Celedon, Fabiola Lua, and Dolores Almaraz. The next group addressed the Board regarding Ethnic Studies: Ignacio Rios, Jr., mike Rodriguez, Anthony Arzate, Gaby Hernandez, Claudia Perez, Alma Munoz, Oscar Martinez, Sergio Barragan, Alexandra Lomeli, Alina Perez, Jesus Santana, Dr. Lilia Monzo, Miguel Zavala, Dr. Rigo Rodriguez, Tania Lopez, Jose Paolo Magealas, Brayen Cruz, and Kenia Cueto.

#### SUPERINTENDENT'S COMMENTS

Dr. Miller began his remarks by announcing student accomplishments at the Top 100 ceremony at Guaranty Chevrolet recently. He then highlighted Gold Ribbon schools, Greenville fundamental, Franklin, Lincoln, and Walker Elementaries. The Superintendent acknowledged Santa Ana College's guaranty by promising tuition, a laptop, and textbooks for the first year of SAUSD graduates attending Santa Ana College. He announced the Spring Concert at Memorial park where various schools performed such as mariachis, jazz, concert, drum, wind bands and orchestras as well as various chorus groups. He then mentioned that graduation rates went up again. Last year, the graduation rate was 87.4% (State graduation rate average was 81%), the SAUSD was 6.4% above the state average. SAUSD's overall graduation rate is 88.9. He thanked teachers, counselors, administrators, parents, and community members for their commitment. He reminded the community that the NJROTC will host the Pass and Review tomorrow evening at Santa Ana High School. Upcoming events include Parent of the Year at Segerstrom High School, Wednesday, June 1; SAUSD Retirement recognition at Delhi Community Center on Thursday, June 2; and the Perfect Attendance Car Giveaway at Guaranty Chevrolet on Saturday, June 4<sup>th</sup>.

1.0 APPROVAL OF CONSENT CALENDAR

Agenda Item 1.7 was removed from the Consent Calendar for separate action. See Minute Book Page 622.

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, Mr. Hernandez not present to approve the remainder of the Consent Calendar as follows:

- 1.1 Approval of Regular Board Meeting Minutes - May 10, 2016
- 1.2 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
- 1.3 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2015-16 School Year
- 1.4 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2015-16 School Year
- 1.5 Approval to Purchase Unique Learning System Curriculum and Supplementary Program for Students with Disabilities for 2016-18 School Years
- 1.6 Orange County Department of Education Third Quarter Report on Williams Settlement Legislation for 2015-16 School Year
- 1.7 Authorization to Renew Subscriptions for Lexia Reading with Lexia Learning Systems LLC for 2016-17 School Year  

This item was removed for discussion and separate action, see page 622.
- 1.8 Authorization to Renew Subscription for Canvas Learning Management System with Instructure, Inc. for 2016-17 School Year
- 1.9 Approval of Increase to Funding Amount for Consultant Agreement between Investigation Firm of Nicole Miller & Associates, Inc. and Human Resources Department
- 1.10 Adoption of Resolution No. 15/16-3116 - The National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS)
- 1.11 Approval to Renew Agreement with Declues, Burkett & Thompson, LLP Law Firm for 2016- 17 Fiscal Year
- 1.12 Acceptance of Completion of Contract for Bid Package No. 3801 - Roof Replacement at Century High School Under Emergency Repair Program
- 1.13 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of April 27, 2016 through May 10, 2016
- 1.14 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of April 27, 2016 through May 10, 2016
- 1.15 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 separate action:

1.7 Authorization to Renew Subscriptions for Lexia Reading with Lexia Learning Systems LLC for 2016-17 School Year

It was moved by Ms. Iglesias, seconded by Mr. Richardson and carried 5-0, authorizing the renewal of subscriptions for Lexia Reading with Lexia Learning Systems LLC for 2016-17 school year.

PUBLIC HEARINGS

Sunshine Initial Bargaining Proposal from Santa Ana Unified School District (SAUSD) to Santa Ana Educators' Association (SAEA)

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to sunshining the initial bargaining proposal from California School Employees Association (CSEA) and its Chapter 41.

Hearing no comments, the Public Hearing was declared closed.

Charter Renewal Petition for El Sol Science & Arts Academy

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the Charter Renewal Petition for El Sol Science & Arts Academy.

Monique Daviss addressed the Board to highlight programs at El Sol and to inform the Board that El Sol has met all statutory requirements. She closed with asking the Board to vote in favor of the item on the agenda.

Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 and Government Code Section 65995

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the increase in statutory school fees imposed on new residential and commercial/industrial development projects, pursuant to Education Code Section 17620 and Government Code Section 65995.

Hearing no comments, the Public Hearing was declared closed.

CHANGE IN AGENDA ORDER

REGULAR AGENDA - ACTION ITEMS

2.0 ADOPTION OF RESOLUTION NO. 15/16-3096 - AUTHORIZATION TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to adopt Resolution No. 15/16-3096 - authorization to increase statutory school fees imposed on new residential as well as commercial/industrial development projects pursuant to education Code Section 17620 and Government Code Section 65995.

- 3.0 AUTHORIZATION TO UTILIZE CALIFORNIA MULTIPLE AWARD SCHEDULE SOFTWARE LICENSING PROGRAM AGREEMENT WITH DLT SOLUTIONS, LLC FOR PURCHASE OF ORACLE E-BUSINESS SUITE LICENSES

This item was removed from the agenda.

- 4.0 AUTHORIZATION TO RENEW SUBSCRIPTIONS FOR ACCELERATED READER AND STAR READING WITH RENAISSANCE LEARNING, INC. FOR 2016-18 SCHOOL YEARS

It was moved by Ms. Iglesias seconded by Mr. Palacio, Mr. Richardson not present, and carried 4-0, authorizing the renewal of subscriptions for Accelerated Reader and STAR Reading with Renaissance Learning, Inc. for the 2016-18 school years.

- 5.0 APPROVAL OF FACILITIES AGREEMENT BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND EDWARD B. COLE, SR. ACADEMY CHARTER SCHOOL

It was moved by Mr. Palacio seconded by Ms. Iglesias, and carried 4-0, Mr. Richardson not present, to approve the Prop 39 Facilities Use Agreement between Santa Ana Unified School District and Edward B. Cole, Sr. Academy Charter School for the 2016-17 school year.

- 6.0 AUTHORIZATION TO AWARD CONTRACT FOR PURCHASE OF FRESH PRODUCE PRODUCTS AND SERVICES TO SUNRISE PRODUCE COMPANY

It was moved by Ms. Amezcua seconded by Mr. Hernández, and carried 4-1, Ms. Iglesias dissenting, to authorize the awarding of a contract for the purchase of fresh produce products and services to Sunrise Produce Company, pursuant to RFP No. 09-16, for the 2016-17 fiscal year, renewable yearly for a period not to exceed three years.

- 7.0 AUTHORIZATION TO AWARD A CONTRACT FOR PURCHASE OF DAIRY AND JUICE PRODUCTS TO DRIFTWOOD DAIRY

It was moved by Mr. Palacio seconded by Amezcua, and carried 5-0, to authorize the awarding of a contract for the purchase of dairy and juice products to Driftwood Dairy, pursuant to Bid No. 10-16, renewable yearly for a period not to exceed three years.

- 8.0 AUTHORIZATION TO AWARD A CONTRACT FOR BID PACKAGE NO. 1 - HEATING, VENTILATION, AND AIR CONDITIONING REPLACEMENT FOR A PROPOSITION 39 PROJECT AT VALLEY HIGH SCHOOL

It was moved by Mr. Richardson seconded by Ms. Amezcua, and carried 5-0, to authorize the awarding of a contract to Anderson Air Conditioning, L.P. for Bid Package No.1 Heating, Ventilation, and Air Conditioning Replacement for a Proposition 39 project at Valley High School.

#### PRESENTATIONS

##### Local Control Accountability Plan 2016-17 Recommendations

Ms. Pueblos, Assistant Superintendent, K-12 School Performance and Culture, provided a PowerPoint presentation. She reviewed the annual process and provided current information. She also highlighted LCAP goals and outlined recommendations to the 2016-17 Local Control Accountability Plan (LCAP).



Budget Update and Governor's May Revision

Ms. Douglas, Assistant Superintendent, Business Services provided information on the Governor's May Revision State Budget for 2016-17 and its implications on the District's budget.

NEW AND REVISION OF EXISTING BOARD POLICIES

- Board Policy (BP) 5131 - Conduct (Second Reading and Adoption)

It was moved by Rob Richardson, seconded by Ms. Amezcua and carried 5-0, to adopt Board Policy 5131 - Conduct.

- Board Policy (BP) 5145.4 - Bullying (Second Reading and Adoption)

It was moved by Rob Richardson, seconded by Ms. Amezcua and carried 5-0, to adopt Board Policy 5145.4 - Bullying.

## BOARD REPORTS

Mr. Richardson:

- Looking forward to the NJROTC Pass and Review event at Santa Ana High School tomorrow.

Mr. Hernández:

- Made a formal request that an item be placed on the next Board agenda regarding censoring of a Board member.

Valerie Amezcua:

- Enjoyed the Concert in the Park at Memorial Park recently. Attendance was great!
- Happy to hear community member's positive comments this evening and thanked parents for coming out to speak; nice to see, we can all be civilly engaged.
- Commented on how offensive it is when pictures appear on social media with negative connotations. We all need to be mindful of what is said, so not to offend parents and students.

Mr. Palacio:

- Enjoyed attending the Top 100 student awards ceremony and thanked Guaranty Chevrolet for allowing SAUSD to utilize their facilities.
- Looks forward to attending the NJROTC Pass and Review event tomorrow evening at Santa Ana High School.
- Also looks forward to attending the Parent of the Year and Retiree Recognitions next week.

## ADJOURNMENT

Mr. Palacio closed the meeting in memory of two individuals: Joe St. Martin, former SAUSD employee for over 35 years and Amin David who was an advocate to many causes. His motto was "How can I help you." For almost 40 years he met at a restaurant in Anaheim where concerns of many were discussed and he was always there to help. He will be missed.

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 7, 2016, at 6:00 p.m.

ATTEST:

\_\_\_\_\_  
Richard L. Miller, Ph.D.  
Secretary  
Santa Ana Board of Education

**RESOLUTION NO. 15/16-3096**

**BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA**

**AUTHORIZATION TO INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON  
RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO  
EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995**

**WHEREAS**, the Board of Education (“Board”) of the Santa Ana Unified School District (“District”) provides for the educational needs for Grade K-12 students within the City of Santa Ana, City of Tustin, City of Irvine, City of Costa Mesa, City of Newport Beach (“Cities”), and unincorporated portions of the County of Orange (“County”);  
and

**WHEREAS**, on February 24, 2016 the State Allocation Board authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Three and 48/100 Dollars (\$3.48) per square foot for assessable space of residential construction (“Residential Statutory School Fees”), Fifty-Six Cents (\$0.56) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (“Commercial/Industrial Fees”), collectively “Statutory School Fees”, as long as such increases are properly justified by the District pursuant to law; and

**WHEREAS**, residential, and commercial/industrial continues to generate additional students for the District’s schools and the District is required to provide school facilities (“School Facilities”) to accommodate those students; and

**WHEREAS**, overcrowded schools within the District have an impact on the District’s ability to provide an adequate quality education and negatively impact the educational opportunities for the District’s students; and

**WHEREAS**, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from residential and commercial/industrial construction; and

**WHEREAS**, the Board has received and considered reports entitled, “Residential Development School Fee Justification Study and Commercial/Industrial Development School Fee Justification Study (“Studies”) which include information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Statutory School Fees; (b) the use to which the Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by residential construction; (f) the School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

51  
52       **WHEREAS**, the Studies pertaining to the Statutory School Fees and to the capital facilities  
53 needs of the District has been available to the public for at least ten (10) days before the Board  
54 considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and  
55

56       **WHEREAS**, all notices of the proposed increase in the Statutory School Fees have been  
57 given in accordance with applicable law; and  
58

59       **WHEREAS**, a public hearing was duly held at a regularly scheduled meeting of the Board  
60 relating to the proposed increase in the Statutory School Fees on May 24, 2016; and  
61

62       **WHEREAS**, as to the Statutory School Fees, Education Code Section 17621 provides that  
63 the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to  
64 Education Code Section 17620 shall not be subject to the California Environmental Quality Act,  
65 Division 13 (commencing with Section 21000) of the Public Resources Code.  
66

67       **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF**  
68 **THE SANTA ANA UNIFIED SCHOOL DISTRICT AS FOLLOWS:**  
69

70       **Section 1.**       That the Board accepts and adopts the Studies.  
71

72       **Section 2.**       That the Board finds that the purpose of the Statutory School Fees imposed  
73 upon residential construction are to fund the additional School Facilities required to serve the  
74 students generated by the residential construction upon which the Statutory School Fees are  
75 imposed.  
76

77       **Section 3.**       That the Board finds that the Statutory School Fees imposed on residential  
78 construction will be used only to finance those School Facilities described in the Studies and related  
79 documents, and that these School Facilities are required to serve the students generated by the  
80 residential construction within the District; and that the use of the Statutory School Fees will  
81 include construction or acquisition of additional School Facilities, remodeling existing School  
82 Facilities to add additional classrooms, and technology, and acquiring and installing additional  
83 portable classrooms and related School Facilities, with the specific location of new schools,  
84 remodeling of existing School Facilities, and additional portables to be determined based on the  
85 residence of the students being generated by such residential construction, as well as any required  
86 central administrative and support facilities, within the District.  
87

88       **Section 4.**       That the Board finds that there is a roughly proportional, reasonable  
89 relationship between the use of the Statutory School Fees and the residential construction within the  
90 District because the Statutory School Fees imposed on residential construction by this Resolution  
91 will be used to fund School Facilities that will be used to serve the students generated by such  
92 residential construction.  
93

94       **Section 5.**       That the Board finds that there is a roughly proportional, reasonable  
95 relationship between the residential construction upon which the Statutory School Fees are imposed,  
96 and the need for additional School Facilities in the District because new students will be generated  
97 from residential construction within the District and the District does not have student capacity in  
98 the existing School Facilities to accommodate these students.  
99

102 May 24, **Section 6.** That the Board finds that the amount of the Statutory School Fees imposed on  
103 residential construction as set forth in this Resolution is roughly proportional and reasonably related  
104 to, and does not exceed the cost of, providing the School Facilities required to serve the students  
105 generated by such residential construction within the District.  
106

107 **Section 7.** That the Board finds that the purpose of the Statutory School Fees imposed  
108 on new commercial/industrial construction is to fund the additional School Facilities required to  
109 serve the students generated by the new commercial/industrial construction upon which the  
110 Commercial/Industrial Fees are imposed.  
111

112 **Section 8.** That the Board finds that the Statutory School Fees imposed on new  
113 commercial/industrial construction (by category) will be used only to finance those School  
114 Facilities described in the Studies and related documents and that these School Facilities are  
115 required to serve the students generated by such new commercial/industrial construction; and that  
116 the use of the Statutory School Fees will include construction or acquisition of additional School  
117 Facilities, remodeling existing School Facilities to add additional classrooms and technology, and  
118 acquiring and installing additional portable classrooms and related facilities, with the specific  
119 location of new schools, remodeling of existing School Facilities, and additional portables to be  
120 determined based on the residence of the students being generated by such new commercial/  
121 industrial construction, as well as any required central administrative and support facilities within  
122 the District.  
123

124 **Section 9.** That the Board finds that there is a roughly proportional, reasonable  
125 relationship between the use of the Statutory School Fees and new commercial/industrial  
126 construction by category within the District because the Statutory School Fees imposed on  
127 commercial/industrial construction by this Resolution will be used to fund School Facilities which  
128 will be used to serve the students generated by such new commercial/industrial construction.  
129

130 **Section 10.** That the Board finds that there is a roughly proportional, reasonable  
131 relationship between the new commercial/industrial construction by category, upon which the  
132 Statutory School Fees are imposed, and the need for additional School Facilities in the District  
133 because new students will be generated from new commercial/industrial construction within the  
134 District and the District does not have student capacity in the existing School Facilities to  
135 accommodate these students.  
136

137 **Section 11.** That the Board finds that the amount of the Statutory School Fees imposed on  
138 new commercial/industrial construction by category as set forth in this Resolution is roughly  
139 proportional and reasonably related to and does not exceed the cost of providing the School  
140 Facilities required to serve the students generated by such new commercial/industrial construction  
141 within the District.  
142

143 **Section 12.** That the Board finds that a separate fund ("Fund") of the District and two or  
144 more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies  
145 received by the District for the deposit of Statutory School Fees and mitigation payments  
146 ("Mitigation Payments") imposed on construction within the District and that said Fund and Sub-  
147 Funds at all times have been separately maintained, except for temporary investments, with other  
148 funds of the District as authorized by law.  
149

150 **Section 13.** That the Board finds that the monies of the separate Fund or the separate  
151 Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and  
152 Mitigation Payments have been imposed for the purposes of constructing and reconstructing  
153 those School Facilities necessitated by residential and/or commercial/industrial construction, and  
154 thus, these monies may be expended for all those purposes permitted by applicable law. The  
155 Statutory School Fees may also be expended by the District for the costs of performing any study  
156 or otherwise making the findings and determinations required under subdivisions (a), (b), and (d)  
157 of Section 66001 of the Government Code. In addition, the District may also retain, as  
158 appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected  
159 in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the  
160 administrative costs incurred by the District in collecting the Statutory School Fees.  
161

162 **Section 14.** That the Board hereby increases the Statutory School Fees as a condition  
163 of approval of residential development projects and imposes the Statutory School Fees on such  
164 development projects in the following amounts:  
165

166 a. Three and 48/100 Dollars (\$3.48) per square foot of assessable space for new  
167 residential construction, including residential projects, manufactured homes and mobile homes as  
168 authorized under Education Code Section 17625, and including residential construction or  
169 reconstruction other than new construction where such construction or reconstruction results in  
170 an increase of assessable space, as defined in Government Code Section 65995, in excess of five  
171 hundred (500) square feet.  
172

173 b. Fifty-Six Cents (\$0.56) per square foot of assessable space for new residential  
174 construction used exclusively for the housing of senior citizens, as described in Section 51.3 of  
175 the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety  
176 Code or a multi level facility as described in paragraph 9 of subdivision (d) of Government Code  
177 Section 15432 or any mobile home or manufactured home that is located within a mobile home  
178 park, subdivision, cooperative or condominium for mobile homes limited to older persons as  
179 defined by the Federal Fair Housing Amendments of 1988.  
180

181 **Section 15.** That this Board hereby increases the Statutory School Fees as a condition  
182 of approval of new commercial/industrial construction projects and levies the Statutory School  
183 Fees on such development projects in the following amounts:  
184

185 a. Forty-One Cents (\$0.41) per square foot of assessable space for new hotel/motel  
186 construction.  
187

188 b. Fifty-Six Cents (\$0.56) per square foot of assessable space for new all other  
189 categories of commercial/industrial construction.  
190

191 **Section 16.** That the proceeds of the Statutory School Fees increased and established  
192 pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds  
193 identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for  
194 the purpose for which the Statutory School Fees are to be collected, including, as to Statutory  
195 School Fees, accomplishing any study, findings or determinations required by subdivisions (a),  
196 (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in  
197 any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education  
198 Code Section 17620 for reimbursement of the administrative costs incurred by the District in

199 collecting the Statutory School Fees or in financing the described Studies or in defending the  
200 imposition of Statutory School Fees.  
201

202 **Section 17.** That the District's Superintendent, or designee, is directed to cause a copy  
203 of this Resolution to be delivered to the building officials of the Cities and the County along with  
204 a copy of all the supporting documentation referenced herein and a map of the District clearly  
205 indicating the boundaries thereof, advising the Cities and the County that residential and  
206 commercial/ industrial construction is subject to the Statutory School Fees increased pursuant to  
207 this Resolution and requesting that no building permit or approval for occupancy be issued by  
208 any of these entities for any residential development project, mobile home or manufactured home  
209 subject to the Statutory School Fees absent a certification of compliance ("Certificate of  
210 Compliance") from the District demonstrating compliance of such project with the requirements  
211 of the Statutory School Fees, nor that any building permit be issued for any nonresidential  
212 construction absent a certification from this District of compliance with the requirements of the  
213 applicable Statutory School Fees.  
214

215 **Section 18.** That the Board hereby adopts and establishes the procedures that permit  
216 the party against whom the Commercial/Industrial Fees are imposed the opportunity for a  
217 hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial  
218 construction as stated in Education Code Section 17621 and Government Code Section 66020  
219 and 66021.  
220

221 **Section 19.** That the Superintendent is authorized to cause a Certificate of Compliance  
222 to be issued for each development project, mobile home and manufactured home for which there  
223 is compliance with the requirement for payment of the Statutory School Fees in the amounts  
224 specified by this Resolution. In the event a Certificate of Compliance is issued for the payment  
225 of Statutory School Fees for a development project, mobile home or manufactured home and it is  
226 later determined that the statement or other representation made by an authorized party  
227 concerning the development project as to square footage is untrue or in the event the zoning is  
228 declared invalid, then such Certificate of Compliance shall automatically terminate, and the  
229 appropriate City or County shall be so notified.  
230

231 **Section 20.** That no statement or provision set forth in this Resolution, or referred to  
232 therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed  
233 by the District on any residential or nonresidential construction. Notwithstanding the preceding,  
234 if the District adopts alternative school facilities fees for residential construction pursuant to  
235 Government Code Sections 65995.5, 65995.6 and/or 65995.7 ("Alternative School Facilities  
236 Fees"), the District is hereby authorized to collect the Alternative School Facilities Fees in lieu of  
237 the Statutory School Fee with respect to residential construction. If the Alternative School  
238 Facilities Fees should lapse or be terminated, then the Statutory School Fees shall be collected  
239 for residential construction at the amount set forth in this Resolution.  
240

241 **Section 21.** That if any portion or provision hereof is held invalid, the remainder  
242 hereof is intended to be and shall remain valid.  
243

244 **Section 22.** That the increase in the District's Statutory School Fees will become  
245 effective sixty (60) days from the date of this Resolution unless a separate resolution increasing  
246 the fees immediately on an urgency basis is adopted by the Board.  
247





1 RESOLUTION NO. 15/16-3116

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)  
7 AND THE STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)  
8  
9

10 WHEREAS, Homeland Security Presidential Directive / HSPD-5, established the  
11 National Incident Management System (NIMS) and the Standardized Emergency Management  
12 System (SEMS); and

13  
14 WHEREAS, the NIMS/SEMS establishes a single, comprehensive approach to  
15 domestic incident management to ensure that all levels of government across the  
16 Nation have the capability to work efficiently and effectively together using a  
17 national approach to domestic incident management; and

18  
19 WHEREAS, the NIMS/SEMS provides a consistent nationwide approach for Federal,  
20 State, and local governments to work together to prepare for and respond to, and  
21 recover from domestic incidents regardless of the cause, size or complexity; and

22  
23 WHEREAS, the NIMS/SEMS provides for interoperability and compatibility among  
24 Federal, State and local capabilities and includes a core set of concepts,  
25 principles, terminology and technologies covering the incident command system,  
26 unified command, training, management of resources and reporting; and

27  
28 WHEREAS, all federal departments and agencies shall make adoption of the  
29 NIMS/SEMS a requirement, to the extent provided by law, for providing Federal  
30 preparedness assistance through grants, contracts or other activities to local  
31 governments;

32  
33 NOW THEREFORE, be it resolved that the Governing Board of the Santa Ana Unified  
34 School District hereby adopts the National Incident Management System (NIMS) and  
35 the Standardized Emergency Management System (SEMS) as its system of preparing for  
36 and responding to disaster incidents.  
37  
38

39 ADOPTED this 24 day of May, 2016, by the School Board of Santa Ana Unified  
40 School District.

41  
42  
43

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

46  
47  
48  
49

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

NOES:

ABSENT: José A. Hernández

50  
51  
52  
53  
54  
55


STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF ORANGE )

56 I, Richard L. Miller, Secretary of the Board of Education of the Santa Ana  
57 Unified School District of Orange County, California, hereby certify that the above  
58 and foregoing Resolution was duly adopted by the said Board at a regular meeting  
59 thereof held on the 24 day of May, 2016, and passed by a vote of 4-0 of said Board.

60  
61

IN WITNESS WHEREOF, I have hereunto set my hand this 25 day of May, 2016.

62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74

  
Richard L. Miller, Ph.D.,  
Secretary of the Board of Education  
Santa Ana Unified School District

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 24, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENT</b>					
Hensley, Frank	Teacher	Santa Ana	June 17, 2016		Retirement - 9 years
<b>RESIGNATIONS</b>					
Cortez, Melvin	Principal	Hoover	June 30, 2016		Resigned - 1 year
Irving, Todd	Principal	Spurgeon	June 30, 2016		Resigned - 3 years
Lindblom, Taylor	Teacher	Century	June 17, 2016		Moving - 6 years
<b>NEW HIRES/RE-HIRES</b>					
Cano, DeAnna	Teacher	Monroe	May 9, 2016		New Hire - Probationary I
<b>EXTENSION ON LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Peshke, Christina	Teacher	Esqueda	August 1, 2016	June 30, 2017	Child Care
<b>PARTIAL CONTRACTS 2016-17</b>					
Allen, Christine	Program Specialist	Special Education	July 1, 2016		50% Continuing Contract
Blash, Megan	Teacher	Godinez	August 23, 2016		80% Continuing Contract

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - May 24, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>PARTIAL CONTRACTS 2016-17 (Continued)</b>					
Corell, Julie	Speech and Language Pathologist	Speech Department	August 23, 2016		80% Continuing Contract
Guthrie, Bryan	Psychologist	Psychological Services	August 19, 2016		90% Continuing Contract
Hefner, Anne	Speech and Language Pathologist	Speech Department	August 23, 2016		50% Continuing Contract
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	August 23, 2016		60% Continuing Contract
Johnson, Deija	Teacher	Special Education	August 23, 2016		80% Continuing Contract
Lee Giuseffi, Robyn	Curriculum Specialist	K-12 Curriculum Instruction/Staff Development	July 1, 2016		80% Continuing Contract
Lopez, Yazmin	Nurse	Early Childhood Education	August 23, 2016		49% Continuing Contract
Maeda, Eileen	Teacher	Visual and Performing Arts	August 23, 2016		80% Continuing Contract
Maffetore, Meredith	Program Specialist	Special Education	July 1, 2016		50% Continuing Contract
Malczynski, Jan	Speech and Language Pathologist	Speech Department	August 23, 2016		75% Continuing Contract

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

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 24, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>PARTIAL CONTRACTS 2016-17 (Continued)</b>					
Murgolo, Kimberly	Teacher	Lorin Grisct	August 23, 2016		33.3% Continuing Contract
Nguyen, Dana	Teacher	Santa Ana	August 23, 2016		80% Continuing Contract
Rezvani, Niloufar	Psychologist	Psychological Services	July 1, 2016		75% Continuing Contract
Rodriguez-Thomas, Rocio	Teacher	Santa Ana	August 23, 2016		80% Continuing Contract
Ryan, Brittney	Speech and Language Pathologist	Speech Department	August 23, 2016		20% Continuing Contract
Schulte, Janet	Speech and Language Pathologist	Speech Department	August 23, 2016		60% Continuing Contract
Skelton, Susan	Psychologist	Psychological Services	August 19, 2016		90% Continuing Contract
Spearman, Suzanne	Psychologist	Psychological Services	August 19, 2016		75% Continuing Contract
York, Jennifer	Teacher	Godinez	August 23, 2016		40% Continuing Contract
<b>CHANGE IN CONTRACT LENGTH 2016-17</b>					
Castellanos, Krista	Teacher	Muir	August 23, 2016		From 40% to 100% Contract

## CERTIFICATED PERSONNEL CALENDAR

## Personnel Calendar

## Board Meeting - May 24, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN CONTRACT LENGTH 2016-17 (Continued)</b>					
Cerri, Amy	Teacher	Lincoln	August 23, 2016		From 50% to 100% Contract
Delgado, Breana	Teacher	Jackson	August 23, 2016		From 50% to 100% Contract
Espinosa De Elena, Catherine	Teacher	Jackson	August 23, 2016		From 50% to 100% Contract
Fasheh, Alicia	Teacher	Muir	August 23, 2016		From 60% to 100% Contract
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 23, 2016		From 50% to 60% Contract
Hodges, Cristin	Teacher	Fremont	August 23, 2016		From 90% to 100% Contract
Loo, Erin	Teacher	Fremont	August 23, 2016		From 10% to 100% Contract
Nunez, Krista	Psychologist	Psychological Services	August 19, 2016		From 60% to 100% Contract
Orrante, Rebecca	Speech and Language Pathologist	Speech Department	August 23, 2016		From 80% to 90% Contract
Smith, Katrina	Teacher	Taft	August 23, 2016		From 60% to 100% Contract
Ward, Deborah	Teacher	Sierra	August 23, 2016		From 50% of everyday to 100% Contract

Mark A. McKinney, Associate Superintendent, Human Resources



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 24, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN CONTRACT LENGTH 2016-17 (Continued)</b>					
Warwick, Sandra	Teacher	Sierra	August 23, 2016		From 50% of everyday to 100% Contract
Wilson, Shelana	Psychologist	Psychological Services	August 19, 2016		From 40% to 100% Contract
<b>SPRING SPORTS 2015-16</b>					
Echaves, Michael	Head Coach	Godinez	2015-16		Football
Espinoza, Emilio	Assistant Coach	Godinez	2015-16		Football
Pola, Kevin	Assistant Coach	Godinez	2015-16		Football
Young, John	Teacher	Saddleback	2015-16		Football
Mohr, Lawrence	Head Coach	Valley	2015-16		Football
Sosa, Griselda	Assistant Coach	Valley	2015-16		Track
<b>CONSENTS FOR THE 2015-16 SCHOOL YEAR - E.C. 44256(b)</b>					
Faust, Eric		Willard	2015-16		Math

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 24, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENTS</b>						
Childress, Clarence	Rv. Ld. Custodian	Bldg. Svcs.	June 24, 2016			39 years, 7 months
Marquez, Maria	Activity Supervisor	Heninger	January 14, 2016			27 years, 2 months
<b>TERMINATION</b>						
ID# 29317	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 9, 2016			
<b>ABSENCES (3 to 20 duty days) - Without Pay</b>						
Andrade, Sayra	Preschool Teacher	ECE	March 28, 2016	April 29, 2016		Personal
Macias, Ana	Autism Paraprofessional	Mitchell	April 21, 2016	June 16, 2016		Personal
Mendoza Madrigal, Guillermo	Custodian	Wilson	May 2, 2016	May 27, 2016		Personal
Ramirez, Elizabeth	Autism Paraprofessional	Edison	April 12, 2016	May 9, 2016		
<b>MILITARY ABSENCE</b>						
Nguyen, Nhonkiet	School Police Officer	School Police	April 22, 2016	April 29, 2016		

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 24, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>NEW HIRES</b>						
Bui, Maribel	Account Technician	Nutrition Svcs.	May 31, 2016		31/1	Probationary
Campos, Omar	Activity Supervisor	Santiago	May 2, 2016		10/1	
Cisneros, Isaac	District Safety Officer	Saddleback	May 25, 2016		31/1	Probationary
Cruz, Alexandro	District Safety Officer	Saddleback	May 25, 2016		31/1	Probationary
Diaz, Jennifer	Fd. Svc. Wkr.	Santa Ana High School	May 25, 2016		11/1	Probationary
Guillen, Eduardo	District Safety Officer	Valley	May 25, 2016		31/1	Probationary
Perez, Jose	SSP Sp. Ed.	Hoover	May 9, 2016		19/1	Probationary
Razavi, Michael	Computer Technician	Lathrop	May 2, 2016		28/4	Probationary
Villegas, Jessica	Instr. Asst. Sev. Dis.	Mendez	May 4, 2016		20/1	Probationary
<b>ADJUSTMENT OF WORKING ASSIGNMENT</b>						
Arizmendi, Kelly	Fd. Svc. Wkr.	Nutrition Svcs.	May 25, 2016		11/3	From 3.5 hours to 6.5 hours
Padilla, Lidia	Fd. Svc. Wkr.	Nutrition Svcs.	May 25, 2016		11/2	From 3.5 hours to 6.5 hours
Sierras, Jessica	Fd. Svc. Wkr.	Nutrition Svcs.	May 25, 2016		11/4	From 3.5 hours to 6.5 hours



**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 5145.4(a)**

**Students**

**Bullying**

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel on the basis of actual or perceived race, color, religion, ancestry, national origin, ethnic group identification, physical or mental disability, gender, gender identity, gender expression, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. (cf. 5131 - Conduct) (cf. 5136 - Gangs) (cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment) (cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation. (cf. 5145 - Freedom of Speech/Expression)

Strategies for addressing bullying related to actual or perceived race, color, religion, ancestry, national origin, ethnic group identification, physical or mental disability, gender, gender identity, gender expression, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and shall be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable District and school plans. (cf. 0420 - School Plans/Site Councils) (cf. 0450 - Comprehensive Safety Plan) (cf. 0460 - Local Control and Accountability Plan) (cf. 1220 - Citizen Advisory Committees) (cf. 1400 - Relations Between Other Governmental Agencies and the Schools) (cf. 6020 - Parent Involvement)

The Superintendent or designee may collaborate with social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies that will teach appropriate behavior and

**BP 5145.4(b)**

intervene restoratively, when students misbehave, to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying. In addition, law enforcement and courts may be utilized as appropriate. (cf. 1020 - Youth Services)

**Bullying Prevention**

District schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents, or threats and the consequences for engaging in bullying. (cf. 5137 - Positive School Climate)

The District shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, social emotional learning, and appropriate online behavior. (cf. 6142.8 - Comprehensive Health Education) (cf. 6142.94 - History-Social Science Instruction) (cf. 6163.4 - Student Use of Technology)

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response including researched based strategies to create supportive, safe spaces for our students and staff. (cf. 4131 - Staff Development) (cf. 4231 - Staff Development) (cf. 4331 - Staff Development) Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

**Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators, utilize intervention strategies listed below, and may refer to law enforcement.

The Superintendent, principal, or principal's designee may refer a victim,

**BP 5145.4(c)**

witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in restorative practices as appropriate. (Education Code 48900.0) (cf. 6164.2 - Guidance/Counseling Services)

**Reporting and Filing of Complaints**

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, District compliance officer, director of School Climate, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a District compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the District compliance officer identified in AR 1312.3 - Uniform Complaint Procedures. (cf. 1312.3 - Uniform Complaint Procedures)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service, to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a District compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

**Investigation and Resolution of Complaints**

Any complaint of bullying shall be investigated, and if determined to be discriminatory, resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about

**BP 5145.4(d)**

nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint using District policy and practices.

**Discipline**

Corrective actions for a student who commits an act of bullying of any type may include counseling, restorative practices, positive behavioral intervention and supports, and if the behavior continues as severe or pervasive, as defined in Education Code 48900, suspension or expulsion may be used in accordance with District policies and regulations. (cf. 5138 - Conflict Resolution/Peer Mediation) (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process/Students with Disabilities) (cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal. (cf. 4118 - Dismissal/Suspension/Disciplinary Action) (cf. 4119.21/4219.21/4319.21 - Professional Standards) (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

**Legal Reference:**EDUCATION CODE

200-262.4	Prohibition of discrimination
32282	Comprehensive safety plan
32283.5	Bullying; online training
35181	Governing board policy on responsibilities of students
35291-35291.5	Rules
44807	Duty concerning conduct of students
48900-48925	Suspension or expulsion
48985	Translation of notices
52060-52077	Local control and accountability plan

PENAL CODE

422.55	Definition of hate crime
647	Use of camera or other instrument to invade person's privacy; misdemeanor
647.7	Use of camera or other instrument to invade person's privacy; punishment
653.2	Electronic communication devices, threats to safety



**BP 5145.4(e)**

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, Title 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014  
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014  
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools; Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter; Bullying of students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Department of Education, Safe Schools Office:  
<http://www.cde.ca.gov/ls/ss>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON (the) LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education: <http://www.ed.gov>

**SANTA ANA UNIFIED SCHOOL DISTRICT**

BP 5131 (a)

StudentsConduct

The Governing Board believes that all students have the right to be educated in a positive learning environment that is supportive of well-rounded learning experiences, which prepare all of our students for success in college and career. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school at school activities, or using District transportation. To maintain such an environment, the Board believes strongly in working collaboratively and comprehensively with staff, parents, and the community to ensure a District-wide, positive, relationship-based school learning environment. (cf. 0450 - Comprehensive Safety Plan) (cf. 51311 - Bus Conduct) (cf. 5137 - Positive School Climate) (cf. 6145.2 - Athletic Competition) The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, and parent involvement can minimize the need for discipline. When misconduct occurs, staff shall make every effort to identify and correct the causes of the student's behavior prior to use of exclusionary practices (e.g. suspension and expulsions).

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of District and school rules related to conduct.

Student conduct that requires interventions, includes but is not limited to:

1. Conduct that endangers students, staff or others, including but not limited to physical violence, possession of a firearm or other weapon, and terrorist threats. (cf. 5137 - Weapons and Dangerous Instruments) (cf. 5152 - Safety)
2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption (cf. 5131.2 - Bullying) (cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment) (cf. 5145.9 - Hate-Motivated Behavior)
3. Conduct that disrupts the orderly classroom or school environment. (cf. 5131.4 - Student Disturbances)

**BP 5131 (b)**

4. Damage to or theft of property belonging to students, staff, or the District. (cf. 3515.4 - Recovery for Property Loss or Damage) (cf. 5131.5 - Vandalism and Graffiti)

The District shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

5. Obscene acts or use of profane, vulgar, or abusive language. (cf. 5145.2 - Freedom of Speech/Expression)
6. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs. (cf. 5131.6 - Alcohol and Other Drugs) (cf. 5131.62 - tobacco) (cf. 5131.63 - Steroids)
7. Possession or use of a laser pointer, unless for valid instruction or other school-related purpose. (Penal Code 417.27)

Prior to bringing a laser pointer on school premises, for a valid instructional or school-related purpose, a student shall obtain permission from the principal or designee.

8. Use of cellular/digital telephone, pager, or other mobile communications device during instructional time.

Such devices shall be turned off in class, except when being used for valid instruction or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a District employee or in case of an emergency. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)

9. Plagiarism or dishonesty on school work or tests. (cf. 5131.9 - Academic Honesty) (cf. 6162.54 - Test Integrity/Test Preparation) (cf. 6162.6 - Use of Copyrighted Materials)
10. Inappropriate attire. (cf. 5132 - Dress and Grooming)
11. Tardiness or unexcused absence from school. (cf. 5113 - Absences and Excuses)
12. Failure to remain on school premises in accordance with school rules. (cf. 5112.5 - Open/Closed Campus)

**BP 5131 (c)**

Employees are expected to provide appropriate supervision to enforce standards of conduct. If an employee observes or receives a report, of a violation of these standards, they are to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or an administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure. (cf. 5145.12 - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. The employee shall store the item in a secure manner until an appropriate time.

The Superintendent or designee shall approve, for each school, a complement of effective, age-appropriate strategies for correcting student behavior. Such strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, or other intervention-related teams; enrollment in a program teaching prosocial behavior or anger management; and participation in a restorative justice program. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. After multiple interventions to address behavior issues have not resulted in improved conduct, the student may be referred to the Pupil Placement Committee. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed.

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for acts enumerated in Education Code 48900 (s) which poses a threat or danger to the safety of students, staff, or district property.

## Legal Reference:

EDUCATION CODE

200-262.4	Prohibition of discrimination
32280-32289	Comprehensive safety plan
35181	Governing board policy on responsibilities of students
35291-35291.5	Rules
44807	Duty concerning conduct of students
48900-48925	Suspension or expulsion
51512	Prohibition against electronic listening or recording device in classroom without permission

BP 5131 (d)

CIVIL CODE

1714.1 Liability of parents and guardians for willful  
misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce  
313 Harmful matter  
417.25-417.27 Laser scope or laser pointer  
647 Use of camera or other instrument to invade person's  
privacy; misdemeanor  
653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while  
driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of pupils

UNITED STATES CODE, TITLE 42

2000h-2 et seq. Title IX, 1972 Education Act Amendments

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094  
LaVine v. Blaine School District, (2000, 9<sup>th</sup> Cir.) 257 F.3d 981  
Emmett v. Kent School District No.415, (2000) 92 F. Supp. 1088  
Bethel School District no. 403 v. Fraser, (1986) 478 U.S. 675  
New Jersey v. T.L.O., (1985) 469 U.S. 325  
Tinker v. Des Moines Independent Community School District, (1969) 393  
U.S. 503

Management Resources

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success,  
2011

Providing a Safe, Nondiscriminatory School Environment for All Students,  
Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIAN DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEB SITES

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

California Department of Education, Safe Schools Office:  
<http://www.cde.ca.gov/ls/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School safety Center; <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

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

**ITEM:**                    **Consent**

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

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

---

**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.

<b>ITEM SUMMARY:</b>
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:**

Not Applicable

**RECOMMENDATION:**

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

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - June 7, 2016

School:	Gift:	Amount:	Donor:	Used for:
Esqueda Elementary		\$672	The Bowers Museum of Cultural Art Santa Ana	Field trip expenses
Martin Elementary		\$700	Mariners Church Mr. Robert Tsuruya Irvine	Instructional supplies
Martin Elementary		\$750	Sherman Library and Gardens Mrs. Karen Kewell Jacoby Newport Beach	Field trip expenses
Santiago Elementary		\$535	McDonald's Mr. Kaplan Santa Ana	8 <sup>th</sup> grade end-of-the-year activities
Lorin Griset Academy		\$1,000	Ms. Patricia Linden Newport Beach	Prom
Valley High		\$831	Serve the People Dr. Simitri Sirakoff Santa Ana	Registration fee for 25 students to run the Semper 5K cross country race
Valley High		\$3,800	Boys and Girls Club of Santa Ana Mr. Robert Santana Santa Ana	Field trip expenses
Santa Ana Unified School District		\$500	Santa Ana Kiwanis Club Mrs. Paula Sandoval Santa Ana	Field trip expenses for Special Education students
<b>June 7, 2016 Donations</b>		<b>\$8,788</b>		
<b>2016 Total Donations</b>	<b>\$156,704</b>	<b>\$165,492</b>		

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

**AGENDA ITEM BACKUP SHEET**  
**June 7, 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:**

Not Applicable

**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.

**ITEM SUMMARY:**

An extended school-sponsored trip requires the approval of the Board of Education. A trip is considered to be an extended school - sponsored trip when it takes students beyond neighboring counties or is over night.



SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - June 7, 2016

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 3-4, 2016 (Friday - Saturday)  Ratification	Valley High School Automotive Engine Competition Universal Technical Institute Sacramento, CA	\$1,570.00 per student (s) (cost paid by High School, Inc., CTE, & Site Discretionary funds)	5	1
June 17-25, 2016 (Friday - Saturday)	Segerstrom High School 79 <sup>th</sup> Annual Boys State Leadership Conference California State University Sacramento, CA	\$440.00 per student (s) (cost paid by Site Discretionary funds)	1	1
June 20-23, 2016 (Monday - Thursday)	Santa Ana High School NJROTC Sailing Academy Fiddlers Cove Mariner Coronado	\$180.00 per student (s) (cost paid by NJROTC & Site Discretionary funds)	2	1
June 26-July 2, 2016 (Sunday - Saturday)	Segerstom High School 73 <sup>rd</sup> Annual Girls State Leadership Conference McKenna College Claremont, CA	\$425.00 per student (s) (cost paid by Site Discretionary funds)	1	1
July 28-31, 2016 (Thursday - Sunday)	Segerstrom High School Spirit Leaders Camp Vanguard University Costa Mesa, CA	\$400.00 per student (s) (cost paid by Site Discretionary funds)	89	6
August 2-5, 2016 (Tuesday - Friday)	Segerstrom High School 56 <sup>th</sup> Annual Orange County Leadership Conference UC Santa Barbara Santa Barbara, CA	\$400.00 per student (s) (cost paid by Site Discretionary funds)	32	3

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

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
August 6-13, 2016 (Saturday - Saturday)	Segerstrom High School Mammoth Lakes Cross Country Training Camp Mammoth Sierra Townhomes Mammoth Lakes, CA	\$500.00 per student (s) (cost paid by Site Discretionary funds)	20	3

***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 Valley High School students to participate in the Automotive Engine Competition at the Universal Technical Institute in Sacramento, CA. The trip will be June 3-4, 2016.
<b><u>OVERVIEW:</u></b>	Valley High School is requesting their students to participate in the Automotive Engine Competition at the Universal Technical Institute.
<b><u>RATIONALE:</u></b>	10 students will be participating in a. Automotive Engine Competition held at the Universal Technical Institute hosted by Hot Rodders of Tomorrow. Five students will demonstrate their problem-solving, critical-thinking, and collaborative skills. As the event it-self resembles the tear down between rounds at a drag race. Students must properly disassemble the engine using hand tools only with proper de-torque and disassembly procedure. The cam and crank remain in the block. The team then returns behind their bench and when approved, begin working to reassemble once again with the correct assembly procedure and torque specs, all while behind viewed by judges and spectators. Time added penalties for dropped components, improper disassembly, assembly, sportsman ship, etc. will be added to ensure correct assembly. The engine when reassembled should fire up and run if gas, water, and oil were added. The team with the fastest time including penalty minutes wins.
<b><u>PARTICIPANTS:</u></b>	5 students and 1 chaperones (1 certificated)
<b><u>COSTS:</u></b>	\$1,570.00 per student – To include, lodging, meals, and travel
<b><u>*FUNDING:</u></b>	Cost paid by High School, Inc., CTE, and Site Discretionary funds
<b><u>RECOMMENDATION:</u></b>	Approve the request for Valley High School students to participate in the Automotive Engine Competition at the Universal Technical Institute in Sacramento, CA on June 3-4, 2016.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for a Segerstrom High School student to attend the 79<sup>th</sup> Annual Boys State Leadership Conference at California State University in Sacramento, CA. The trip will be on June 17-25, 2016.

**OVERVIEW:** Segerstrom High School is requesting approval for a student to go to the 79<sup>th</sup> Annual Boys State Leadership Conference in Sacramento, California.

**RATIONALE:** One exceptional male delegate is selected to attend the conference at the end of his junior year. This is a nationally recognized program with a mission for participants to learn about city, county, and state government structure and responsibilities.

**PARTICIPANTS:** 1 student and 1 chaperone (Jess Lawson, conference trip supervisor at Leadership Conference).

**COSTS:** \$440.00 per student - To include lodging, meals, and auto

**\*FUNDING:** Site Discretionary funds

**RECOMMENDATION:** Approve the request of the extended field trip for a Segerstrom High School student to attend the 79<sup>th</sup> Annual Boys State Leadership Conference at California State University in Sacramento, CA on June 17-25, 2016.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for Santa Ana High School NJROTC cadets to participate in the NJROTC Sailing Academy at Fiddlers Cove Marina's Navy Base in Coronado, CA. The trip will be on June 20-23, 2016.

**OVERVIEW:** Santa Ana High School is requesting their NJROTC cadets to participate in the NJROTC Sailing Academy in Coronado, CA.

**RATIONALE:** This is our annual Area Eleven Sailing Academy, sponsored by the Chief of Naval Education and Training (CNET). Participating cadets will remain in a controlled atmosphere during their stay, although some limited free time may be available. The purpose of the Sail Academy is to provide cadets with hands on training that will further prepare them for leadership roles in their respective units. The Sail Academy experience will further their training in areas of leadership, team work, communications, decision making, critical thinking skills, and physical fitness. Classroom training will include theory of sailing, parts of a sail boat, seamanship, nautical rules of the road, charting, sail boat racing, and written examinations. On the water skills will include swim/drown-proofing, paddle boat handling (canoes, kayaks, and Rubber Hard Inflatable Boats), small sail boat handling (16' sail boats), large sail boat handling (27' fixed keel sail boats), and racing on the 27 foot Catalina sail boat.

**PARTICIPANTS:** 2 students and 1 chaperone (1 certificated and numerous NJROTC instructors)

**COSTS:** \$180.00 per student – To include lodging, meals, and travel

**\*FUNDING:** Cost paid by NJROTC and Site Discretionary funds

**RECOMMENDATION:** Approve the request for Santa Ana High School NJROTC cadets to participate in the NJROTC Sailing Academy at Fiddlers Cove Marina's Navy Base in Coronado, CA on June 20-23, 2016.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for a Segerstrom High School student to attend the 73<sup>rd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California. The trip will be on June 26-July 2, 2016.

**OVERVIEW:** Segerstrom High School is requesting approval for 1 student to attend the 73<sup>rd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California.

**RATIONALE:** For 73 years, girls have traveled to the Girls State Leadership Conference, each summer in every state, to learn not only about the structure and responsibilities of state government, but also about themselves. Delegates learn about the importance of meaningful participation on all levels: city, county, and state by living for a week as a self-governing citizen.

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

**COSTS:** \$425.00 per student - To include lodging, meals, and auto

**\*FUNDING:** Site Discretionary funds

**RECOMMENDATION:** Approve the request of the extended field trip for a Segerstrom High School student to attend the 73<sup>rd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California on June 26-July 2, 2016.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Segerstrom High School's cheer and song teams to attend the Spirit Leaders Camp at Vanguard University in Costa Mesa, CA. The trip will be on July 28-31, 2016.
- OVERVIEW:** Segerstrom High School is requesting authorization for their cheer and song teams to participate in the Spirit Leaders Camp in Costa Mesa, CA.
- RATIONALE:** Cheer Camp will teach the student to learn safety and the fundamentals of cheerleading. They will also be learning new cheers, dances, and doing team bonding.
- PARTICIPANTS:** 89 students and 6 chaperones (1 certificated and 5 classified).
- COSTS:** \$400.00 per student - To include lodging, meals, and travel
- \*FUNDING:** Cost paid by ASB and Site Discretionary funds
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School's cheer and song teams to attend the Spirit Leaders Camp at Vanguard University in Costa Mesa, CA on July 28-31, 2016.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Segerstrom High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara. The trip will be on August 2-5, 2016.
- OVERVIEW:** Segerstrom High School is requesting their students to participate in the ASB Leadership Conference in Santa Barbara, CA.
- RATIONALE:** The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
- PARTICIPANTS:** 32 students and 3 chaperones (1 certificated and 2 classified)
- COSTS:** \$400.00 per student – To include lodging, meals, and travel
- \*FUNDING:** Cost paid by Site Discretionary funds
- RECOMMENDATION:** Approve the request for Segerstrom High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara on August 2-5, 2016.



## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Segerstrom High School students to attend the Mammoth Lakes Cross Country Training Camp (staying in Mammoth Sierra Townhomes) in Mammoth Lakes, CA. The trip will be August 6-13, 2016.
- OVERVIEW:** Segerstrom High School is requesting their cross country team students to participate in the Cross Country Team Camp in Mammoth Lakes, CA.
- RATIONALE:** The cross country team students will train in a more structured environment and provide the athletes with high elevation and mountain runs (Mammoth Lakes is about 8,000 feet in elevation). There will be intense training sessions twice a day with team instructional activities to prepare them for athletic and educational success throughout the school year. Students will also learn a variety of running techniques and about proper diet and health.
- PARTICIPANTS:** 20 students and 3 chaperones (2 certificated, 1 classified).
- COSTS:** \$500.00 per student - To include lodging, meals, and transportation
- \*FUNDING:** Cost paid by ASB and Site Discretionary funds
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School students to attend the Mammoth Lakes Cross Country Training Camp (staying in Mammoth Sierra Townhomes) in Mammoth Lakes, CA on August 6-13, 2016.

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** 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

**ITEM:** Consent

**SUBMITTED BY:** Doreen Lohnes, Assistant Superintendent, Support Services

**PREPARED BY:** Sonia Rodarte-Llamas, Ed.D., Director, School Climate

**BACKGROUND INFORMATION:**

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

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"> <li>• Number of student: <u>1</u></li> <li>• Eligible to reapply: <u>06/07/17</u></li> <li>• Placement: <u>REACH Academy</u></li> </ul>



**RATIONALE:**

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

LCAP Goal 3.0: All students and staff will work in a healthy, safe, and secure environment that supports learning.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve 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.

# Recommendations for Expulsions

Board Meeting: June 7, 2016

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	349371	Lathrop / 7	C	2A	REACH Academy	06/07/17

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

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>(A) Caused, attempted, or threatened to cause physical injury</li> <li>(B) Possessed, sold, furnished a weapon, dangerous object, explosives</li> <li>(C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).</li> <li>(D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance</li> <li>(E) Committed or attempted to commit robbery or extortion</li> <li>(F) Caused or attempted to cause damage to school or private property</li> <li>(G) Stole or attempted to steal school or private property</li> <li>(H) Possessed or used tobacco or tobacco products</li> <li>(I) Committed an obscene act or engaged in habitual profanity or vulgarity</li> <li>(J) Possessed, offered, or arranged to sell paraphernalia</li> <li>(K) Disrupted school activities or willfully defied valid authority</li> <li>(L) Knowingly received stolen school or private property</li> <li>(M) Possessed an imitation firearm</li> </ul> | <ul style="list-style-type: none"> <li>(N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4</li> <li>(O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purposed of either preventing that student by being a witness or retaliating against that student by being a witness</li> <li>(P) Offering to sell or selling SOMA</li> <li>(Q) Hazing</li> <li>(R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel</li> <li>(T) Aids or abets in physical injury</li> <li>(.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity</li> <li>(.3) Engaged in hate crime (Grades 4-12 only)</li> <li>(.4) Harassment, threat, intimidation (Grades 4-12 only)</li> <li>(.7) Terrorist threats against school officials, school property or both</li> </ul> |
|--|--|

## EXPULSION RECOMMENDATIONS

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

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Memorandum of Understanding with Kaiser Entities to Provide Influenza Vaccines to Students for 2016-17 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:** **Heidi Cisneros, Executive Director, Pupil Support Services**

**BACKGROUND INFORMATION:**

The purpose of the agenda item is to seek Board approval of a continuing Memorandum of Understanding with Kaiser Entities, which includes Kaiser Foundation Hospitals and Southern California Permanente Medical Group, to provide school-based influenza vaccines to our elementary students at no cost. This program will provide voluntary flu vaccines to all of elementary school students. Kaiser provides the vaccines, associated supplies, and personnel, and SAUSD agrees to provide a clinic location at each elementary school. All children at elementary schools will be given the opportunity to receive the vaccine with parental consent, but participation is strictly voluntary.

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"> <li>• Contract Starts: <u>July 1, 2016</u></li> <li>• Contract Ends: <u>December 31, 2016</u></li> <li>• All elementary school students will be offered flu vaccine.</li> <li>• No cost to District.</li> <li>• Requires parental consent, but participation is strictly voluntary.</li> </ul>



**RATIONALE:**

School-aged children are the most important vector for community transmission of influenza. By providing school-based flu vaccine clinics at elementary schools, larger numbers of school - aged children will be vaccinated leading to decreased absenteeism and increased seat time and learning. An additional benefit is protection of the community at large through the vaccination of school-aged children.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Memorandum of Understanding with Kaiser Entities to provide influenza vaccines to students for the 2016-17 school year.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and among the Santa Ana Unified School District (“District”), on the one hand, and Kaiser Foundation Hospitals, a California nonprofit public benefit corporation (“KFH”) and Southern California Permanente Medical Group, a California partnership (“Medical Group”), on the other hand. KFH and Medical Group are sometimes collectively or individually referred to herein as the “the Kaiser Entities.” The purpose of this MOU is to memorialize the parties’ respective obligations and the terms and conditions under which the Kaiser Entities will facilitate the onsite administration of influenza vaccines for District students at schools or other facilities within the District.

1. **Term.** This MOU shall be effective beginning July 1, 2016 and will remain in effect through December 31, 2016 unless earlier terminated as provided in this section. Any party may terminate this MOU (i) without cause upon thirty (30) days’ prior written notice of termination to the other party or (ii) immediately upon notice if the other party breaches any of its obligations under this MOU in any material respect.
2. **Services.** The Kaiser Entities will provide or arrange for the administration of influenza vaccine and perform certain administrative and promotional services in connection therewith (collectively, the “Services”) at the District’s facilities to students who are enrolled in District schools or programs (“Students”), whom the District has confirmed have requested and been given parental or guardian consent to receive the Services, on dates and at times to be mutually agreed upon by the Kaiser Entities and District.
3. **Qualifications.** The Kaiser Entities will ensure that the individuals providing the Services are qualified to do so.
  - a. All personnel assigned by the Kaiser Entities to deliver Services hereunder shall be appropriately licensed or otherwise permitted by law to provide such Services to public school students in the state of California.
  - b. The Kaiser Entities will ensure that all personnel involved in delivering the Services are appropriately supervised to the extent required by applicable law.
4. **Obligations of the Kaiser Entities**
  - a. Except as otherwise specified herein, the Kaiser Entities will supply or arrange for all equipment and personnel necessary to deliver Services. The District hereby expressly acknowledges and agrees that the Services do not include the Kaiser Entities’ provision of influenza vaccine stock to any Student who is not a current member of Kaiser Foundation Health Plan, Inc.
  - b. The Kaiser Entities will be responsible for proper and lawful disposal of medical waste and disinfection at the facility following the vaccination clinic such that, following the completion of each delivery of Services, the school facility will be restored to the same level of safety for use as a school facility as existed prior to the delivery of Services.

- c. The Kaiser Entities will be available on each Services delivery date to respond to any parent and school staff questions regarding administration of vaccine, contraindications, side effects, and medical errors prior to the delivery of Services.
5. **Application and Permission Documentation.** As directed by the District, the Kaiser Entities will furnish the District and/or school administration with a sufficient number of consent forms, vaccination questionnaires and/or similar paperwork for Students and Students' parents or guardians (as applicable) to complete as necessary to authorize the provision of Services. The District shall be responsible for obtaining completed and signed consent forms and questionnaires from the parent(s) or guardian(s) of each Student presenting for Services, and the Kaiser Entities, in their sole discretion, may refuse to provide Services to any Student for whom a complete, accurate and valid consent form, questionnaire or other required information is not furnished or is not satisfactory or if the vaccine is medically contraindicated.
6. **District's Obligations.** The District will facilitate delivery of the Services by:
  - a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the Services.
  - b. Distributing printed information, contraindication and consent forms, questionnaires and/or similar paperwork provided by the Kaiser Entities sufficiently in advance of each Service delivery date. The District will instruct Students' parents or guardians to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information.
  - c. Ensuring that appropriate personnel at each District facility will collect completed consent forms, contraindications, questionnaires and all other required information from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to the Kaiser Entities as far in advance of the service delivery date(s) as reasonably possible, but in no case fewer than 2 days prior to each scheduled date of delivery of Services. District or school personnel will collect and deliver paperwork to the Kaiser Entities in a manner that protects the confidentiality of this information consistent with all applicable laws.
  - d. Allotting usable space accommodations in and access to the District school or facility on each service delivery date that is sufficient for the Kaiser Entities to furnish the Services in an appropriately secure setting.
  - e. Assisting as needed in the transport of Students to and from their classroom and the Services delivery location, including ensuring that each such Student has provided a valid consent form, questionnaire and any other required information

or documentation prior to allowing such Student to be transported (with or without assistance) to the Services delivery location.

- f. Cooperating with the Kaiser Entities management and staff to accomplish the objectives of this MOU.
7. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Kaiser Entities who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
8. **Payment.** Other than as may be expressly set forth herein, neither the District nor the Kaiser Entities shall be entitled to compensation from the other, and each will bear its own costs, in connection with the performance of this MOU. The Kaiser Entities hereby acknowledge that the District will not pay the Kaiser Entities for Services.
9. **Insurance.** Each party shall procure and maintain, at its own expense and for so long as it shall have obligations hereunder, such insurance (or a program of self-insurance) in such forms of coverage and amounts as are sufficient to insure its operations and protect and/or indemnify the other party as required under this MOU.
10. **Indemnification.**
  - a. To the fullest extent permitted by law, the District will defend, indemnify, and hold harmless the Kaiser Entities and their respective agents, contractors, affiliates, subsidiaries, volunteers, employees, and governing board members (collectively, the “Kaiser Parties”), from and against all claims, damages, losses, and expenses (including but not limited to attorney’s fees) arising out of the willful misconduct or negligent acts or omissions of the District or its agents, contractors, employees or Students in connection with its performance or failure to perform under this MOU, except to the extent arising from the sole negligence or willful misconduct of the Kaiser Parties.
  - b. Neither termination of this MOU nor completion of the acts to be performed under this MOU shall release any party hereto from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.
11. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws and regulations in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and all applicable federal and state health information laws and regulations concerning health care privacy and the security of personal information or related to the confidentiality of pupil or medical records. The parties hereby agree that if, at any time after the execution of this MOU, KFH or Medical Group is required by a regulator or law to cease offering Services or to modify the Services, this MOU shall be terminated (if necessary) or amended to conform to such law or regulatory directive, and the parties shall meet and confer to determine whether to modify their performance of this MOU to so conform or to terminate this MOU (or

permit its expiration, as applicable), pending the potential execution of a written amendment to this MOU.

12. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Kaiser Entities for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
13. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
14. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and the Kaiser Entities is strictly that of independent contractors with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, partner, joint venturer, associate, or employer-employee between the Kaiser Entities and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
15. **Nondiscrimination.** Neither the District nor the Kaiser Entities shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
16. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other parties.
17. **Entire Agreement.** This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.
18. **General Provisions.**
  - a. As applicable, KFH's performance of its obligations under this MOU shall be consistent with its charitable purposes. Nothing in this MOU shall be construed to obligate KFH or any of its affiliates to take any action inconsistent with its charitable purposes.
  - b. Except as otherwise stated herein, any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the parties hereunder shall require the prior written approval of all parties hereto prior to such announcements. Unless otherwise agreed in writing, this MOU shall be maintained as confidential by all parties.



- c. Except in furtherance of the purposes of this MOU (and specifically with respect to flyers, banners and other awareness communications), neither party will use the names, logos, trade dress or trademarks of the other party or its affiliates or related entities, without the prior written consent of the other party.
- d. The parties acknowledge and agree that the relationship being created by this MOU shall be of “non-exclusive” nature. Accordingly, the parties agree that each shall have the right to enter into such other agreements, contracts, arrangements and understandings of any nature whatsoever, with one or more third parties, whether or not the goods or services to be provided by such third parties are of a kind which are the same or similar to those being provided by either party hereunder.
- e. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing in this MOU, expressed or implied, is intended to confer upon any person other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this MOU.
- f. This MOU shall be governed by the substantive laws of the State of California, which shall prevail in the event of any conflict of law.
- g. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. Electronic or facsimile signatures shall have the efficacy of an original.

*[Remainder of page is intentionally blank. Signatures appear on the next page.]*

**KAISER FOUNDATION HOSPITALS,**  
a California nonprofit public benefit corporation

**DISTRICT:**  
Santa Ana Unified School District

By \_\_\_\_\_

Name: Karen P Wells

Title: Vice President

Network Development &  
Administration Southern California

By:

\_\_\_\_\_  
Name:

Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SOUTHERN CALIFORNIA**  
**PERMANENTE MEDICAL GROUP,**  
a California partnership

By \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of California Interscholastic Federation League Representatives 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 approval of the California Interscholastic Federation (CIF) league representatives for the 2016-17 school year.

<b>ITEM SUMMARY:</b>
Education Code: 33353 gives the authority for high school athletics to high school governing boards.

**RATIONALE:**

Every year CIF obtains the names of league representatives to every league in the state. The CIF representatives must be designated by a school district or school governing board. After action by the Board the representative names will be sent to the CIF Southern Section (CIF-SS). The CIF-SS is the governing body for high school athletics in most of Southern California and is the largest of the ten sections that comprise the California Interscholastic Federation. The CIF governs interscholastic athletics, promoting equity, quality, character and academic development

This agreement supports 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 training, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs.”

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the California Interscholastic Federation League Representatives for the 2016-17 school year.



**TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS**

**FROM: ROGER L. BLAKE**

**RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES**

**DATE: APRIL 22, 2016**

Enclosed is a form upon which to record your district and/or school representatives to leagues for next year, 2016-2017. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. It is a legal requirement that league representatives be so designated.

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you send the names of league representatives to your CIF Section office. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

**Please return the enclosed form no later than June 29, 2016 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.**

**2016-2017 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 29, 2016.

Santa Ana Unified School District School District/Governing Board at its June 7, 2016 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2016-2017 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

**NAME OF SCHOOL** Century High School  
**NAME OF REPRESENTATIVE** Matt Cavanaugh **POSITION** Athletic Director  
**ADDRESS** 1401 S. Grand Ave. **CITY** Santa Ana **ZIP** 92705  
**PHONE** 714-568-7000 **FAX** 714-568-7038 **E-MAIL** Matt.Cavanaugh@sausd.us

.....  
**NAME OF SCHOOL** Godinez Fundamental High School  
**NAME OF REPRESENTATIVE** Greg Coombs **POSITION** Athletic Director  
**ADDRESS** 3002 Centennial Rd. **CITY** Santa Ana **ZIP** 92704  
**PHONE** 714-433-6600 **FAX** 714-433-6731 **E-MAIL** Greg.Coombs@sausd.us

.....  
**NAME OF SCHOOL** Saddleback High School  
**NAME OF REPRESENTATIVE** Robert Thompson **POSITION** Athletic Director  
**ADDRESS** 2802 S. Flower St. **CITY** Santa Ana **ZIP** 92707  
**PHONE** 714-569-6300 **FAX** 714-569-6399 **E-MAIL** Robert.Thompson@sausd.us

.....  
**NAME OF SCHOOL** Santa Ana High School  
**NAME OF REPRESENTATIVE** Brian Lillie **POSITION** Athletic Director  
**ADDRESS** 520 W. Walnut St. **CITY** Santa Ana **ZIP** 92701  
**PHONE** 714-567-4900 **FAX** 714-567-4952 **E-MAIL** Brian.Lillie@sausd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Rick Miller **Signature**  
**Address** 1601 E. Chestnut Ave. **City** Santa Ana **Zip** 92701  
**Phone** 714-558-5805 **Fax** 714-480-5321

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.**  
**SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**2016-2017 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 29, 2016.**

Santa Ana Unified School District School District/Governing Board at its June 7, 2016 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2016-2017 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Segerstrom High School  
NAME OF REPRESENTATIVE Nick Canzone POSITION Athletic Director  
ADDRESS 2301 W. MacArthur CITY Santa Ana ZIP 92704  
PHONE 714-241-5000 FAX 714-5099 E-MAIL Nick.Canzone@sausd.us  
 .....

NAME OF SCHOOL Valley High School  
NAME OF REPRESENTATIVE Terry Orabono POSITION Athletic Director  
ADDRESS 1801 S. Greenville St. CITY Santa Ana ZIP 92704  
PHONE 714-241-6410 FAX 714-241-6599 E-MAIL Terry.Orabona@sausd.us  
 .....

NAME OF SCHOOL  
NAME OF REPRESENTATIVE POSITION  
ADDRESS CITY ZIP  
PHONE FAX E-MAIL  
 .....

NAME OF SCHOOL  
NAME OF REPRESENTATIVE POSITION  
ADDRESS CITY ZIP  
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Rick Miller Signature  
 Address 1601 E. Chestnut Ave. City Santa Ana Zip 92701  
 Phone 714-558-5805 Fax 714-480-5321

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.**  
**SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Ratification of Quality Rating and Improvement System Block Grant No. 42619 through Orange County Department of Education for 2015-16 Program Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**

**PREPARED BY:**   **Keely Orlando, Coordinator, Early Childhood Education Program**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of Quality Rating and Improvement System (QRIS) Block Grant No. 42619 through Orange County Department of Education for the 2015-16 program year. Grant was received on May 17, 2016; funding is therefore retroactive to July 1, 2016 with rollover to September 2016.

**ITEM SUMMARY:**

The QRIS Block grant will provide funding for quality improvements and materials for Early Childhood Education classrooms.

**RATIONALE:**

The QRIS Block grant will provide funding for quality improvements and materials for Early Childhood Education classrooms at Carver, Davis, Diamond, Franklin, Fremont, Garfield, Heninger, Lincoln, Lowell, Madison, Martin, Mitchell, Pio Pico, Washington, Wilson, and Walker elementary schools, Lorin Griset Academy, and Warwick Center.

LCAP Goal 3: All students and staff will work in a healthy, safe and secure environment that supports learning.

**FUNDING:**

California Department of Education: \$107,800

**RECOMMENDATION:**

Ratify the Quality Rating and Improvement System (QRIS) Block Grant No. 42619 through Orange County Department of Education for the 2015-16 program year.

2 SANTA ANA UNIFIED SCHOOL DISTRICT  
3 CALIFORNIA STATE PRESCHOOL PROGRAM (CSSP)  
4 QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) BLOCK GRANT  
5 SERVICE AGREEMENT

6 This AGREEMENT is hereby entered into this 1<sup>st</sup> day of July,  
7 2015, by and between the Orange County Superintendent of Schools,  
8 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
9 referred to as SUPERINTENDENT, and Santa Ana Unified School  
10 District, 1601 East Chestnut Avenue, Santa Ana, California 92701,  
11 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
12 shall be collectively referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with  
15 the State of California, hereinafter referred to as STATE, which is  
16 administered by the California Department of Education for the  
17 administration of the California State Preschool Program Quality  
18 Rating and Improvement System Block Grant, for the Early Education  
19 and Support Services, hereinafter referred to as PROGRAM; and

20 WHEREAS, SUPERINTENDENT has been awarded grant funds from the  
21 California Department Education to conduct the Quality Rating  
22 and Improvement System (QRIS) for continuous quality  
23 improvement of early education programs based on a tiered  
24 rating structure with progressively higher quality standards  
25 for each tier that provides supports and incentives for  
programs, teachers, and administrators to reach higher levels  
of quality, monitors and evaluates the impacts on child



1 outcomes, and disseminates information to parents and the  
2 public about program quality; and

3 WHEREAS, SUPERINTENDENT will serve as the Lead Education  
4 Agency and Fiscal Agent for the State funds received under the 2015  
5 California State Preschool Program (CSPP) Quality Rating and  
6 Improvement System (QRIS) Block Grant;

7 WHEREAS, the Quality Rating and Improvement System Block  
8 Grant requires SUPERINTENDENT to allocate a portion of the grant  
9 funds to California State Preschool Program (CSPP) grant contract  
10 holders; and

11 WHEREAS, DISTRICT is specially trained, experienced and  
12 competent to perform the services required and is agreeable to the  
13 rendering of such services according to the terms and conditions  
14 hereinafter set forth;

15 NOW, THEREFORE, the Parties hereby agree as follows:

16 1.0 TERM. The term of this AGREEMENT shall commence on July 1,  
17 2015, and terminate on September 30, 2016, subject to earlier  
18 termination as set forth in this AGREEMENT, provided, however,  
19 DISTRICT shall be obligated to perform such duties as would  
20 normally extend beyond this term including, but not limited to,  
21 obligations with respect to indemnification, audits, reporting, and  
22 accounting.

23 2.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an  
24 independent contractor to perform the described work upon the terms  
25 and conditions hereinafter set forth. DISTRICT shall meet all of  
the contractual requirements listed herein and shall provide all

1 labor, materials, supplies, and equipment necessary to fully  
2 perform all responsibilities required by this AGREEMENT and  
3 specifically described in Exhibit "A", QRIS Block Grant 2015-16  
4 Orange County Local Block Grant Application, which is attached  
5 hereto and incorporated herein by this reference to this AGREEMENT.

6 3.0 ALLOCATION OF FUNDS.

7 A. SUPERINTENDENT agrees to pay DISTRICT a total maximum  
8 obligation not to exceed One hundred seven thousand eight hundred  
9 dollars (\$107,800.00). Payment of the total dollar amount shall be  
10 made in advance upon receipt of a fully executed AGREEMENT. Payment  
11 shall be mailed to: Santa Ana Unified School District, 1601 East  
12 Chestnut Avenue, Santa Ana, California 92701, or at such other  
13 place as DISTRICT may designate in writing. DISTRICT shall be  
14 responsible for ensuring that DISTRICT shall adhere to the  
15 guidelines as mandated by the FY 2015-16 California Department of  
16 Education Attendance and Fiscal Reporting and Reimbursement  
17 Procedures for Child Development Contracts for the fiscal years  
18 after Fiscal Year 2015-2016 until the grant funds described in this  
19 AGREEMENT are completely spent.

20 B. Expenditures by DISTRICT shall be made pursuant to the  
21 guidelines as described in the FY 2015-16 California Department of  
22 Education Attendance and Fiscal Reporting and Reimbursement  
23 Procedures for Child Development Contracts, which shall be  
24 referenced herein to this AGREEMENT.

25 C. The California Department of Education shall provide to  
DISTRICT a copy of the California Department of Education's CDFS

1 8501 Form, which is attached as Exhibit "B" and referenced herein,  
2 to complete and return to the California Department of Education.  
3 DISTRICT shall submit a copy of the completed CDFS 8501 Form within  
4 ten (10) business days from the date of mailing to the California  
5 Department of Education to SUPERINTENDENT'S designated  
6 representative. DISTRICT shall submit a copy of Page 4 of the CDFS  
7 8501 Form regarding Supplemental funds, for each quarterly period  
8 from March 1, 2016 to September 30, 2016, to SUPERINTENDENT'S  
9 designated representative:

10 Shannon Anderson  
11 Senior Project Accountant  
12 Orange County Department of Education  
13 P. O. Box 9050  
14 Costa Mesa, California 92628-9050

15 Telephone: (714)966-4074  
16 Email: sanderson@ocde.us

17 D. DISTRICT shall complete the CSPP QRIS Block Grant  
18 Reporting Form 3, which is attached as Exhibit "C" and referenced  
19 herein, for each quarterly period from March 1, 2016 to September  
20 30, 2016. Report all expenditures in each of the relevant  
21 categories. In any of the columns where expenses are entered in the  
22 column marked "OTHER", specify the specific item within the "Other"  
23 column. Expenditures for Fiscal Year 2015/2016 Block Grant funds  
24 and any Fiscal Year 2014/2015 Block Grant funds that have rolled  
25 over to Fiscal Year 2015/2016 should be included. DISTRICT shall  
submit copies of CSPP QRIS Block Grant Reporting Form 3 to  
SUPERINTENDENT'S designated representative:

1 Shannon Anderson  
2 Senior Project Accountant  
3 Orange County Department of Education  
4 P. O. Box 9050  
5 Costa Mesa, California 92628-9050

6 Telephone: (714)966-4074  
7 Email: sanderson@ocde.us

8 E. DISTRICT'S expenditures are subject to final approval by  
9 SUPERINTENDENT and the California Department of Education. Due to  
10 the STATE requirements, all fiscal reporting must be submitted to  
11 SUPERINTENDENT'S designated representative and received by or no  
12 later than the following due date:

<u>Report for Period Ending</u>	<u>Due Date</u>
September 30, 2016	October 20, 2016

13 F. If the California Department of Education does not request  
14 the return of any unspent grant award monies paid to the DISTRICT,  
15 expenditures by DISTRICT shall be made pursuant to the guidelines  
16 as described in the California Department of Education, Attendance  
17 and Fiscal Reporting and Reimbursement Procedures for Child  
18 Development Contracts, as referenced herein to this AGREEMENT.  
19 DISTRICT shall continue to report funds that roll over to  
20 subsequent fiscal years as they are spent, utilizing the Block  
21 Grant reporting requirements as described in this AGREEMENT or  
22 until such time as the QRIS Preschool Block Grant is discontinued  
23 by the California Department of Education.

24 G. All billings to SUPERINTENDENT shall be supported, at  
25 DISTRICT'S facility, by source documentation including, but not  
limited to, ledgers, journals, time sheets, invoices, bank

1 statements, cancelled checks, receipts, receiving records, and  
2 records of services provided.

3 H. DISTRICT shall not claim reimbursement for services  
4 provided beyond the expiration and/or termination of this  
5 AGREEMENT.

6 I. The obligation of SUPERINTENDENT under this AGREEMENT is  
7 contingent upon the availability of funds furnished by the State of  
8 California Department of Education. In the event that such funding  
9 is terminated or reduced, this AGREEMENT may be terminated, and  
10 SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a  
11 pro-rated amount of funding actually received by the SUPERINTENDENT  
12 under the grant. SUPERINTENDENT shall provide DISTRICT written  
13 notification of such termination. Notice shall be deemed given  
14 when received by the DISTRICT or no later than three (3) days after  
15 the day of mailing, whichever is sooner.

16 4.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this  
17 AGREEMENT, is and at all times to be an independent contractor and  
18 shall be wholly responsible for the manner in which the services  
19 required by the terms of this AGREEMENT are performed. Nothing  
20 herein contained shall be construed as creating the relationship of  
21 employer and employee, or principal and agent, between  
22 SUPERINTENDENT and DISTRICT. DISTRICT assumes the responsibility  
23 for the acts of its employees or agents as they relate to the  
24 services to be provided. DISTRICT, its officers, agents and  
25 employees, shall not be entitled to any rights, and/or privileges

1 of SUPERINTENDENT'S employees and shall not be considered in any  
2 manner to be SUPERINTENDENT'S employees.

3 5.0 AUDIT AND RECORD RETENTION.

4 5.1 DISTRICT shall maintain books, records, documents, and  
5 other evidence, accounting procedures and practices, sufficient to  
6 properly reflect all direct and indirect costs of whatever nature  
7 claimed to have been incurred in the performance of this AGREEMENT,  
8 including any matching costs and expenses. The foregoing  
9 constitutes "records" for the purpose of this provision.

10 5.2 DISTRICT agrees to maintain and preserve such records for  
11 five (5) years after the termination of the AGREEMENT. DISTRICT  
12 agrees to permit the SUPERINTENDENT, the California Department of  
13 Education or any duly authorized representative, to have access to,  
14 examine or audit any pertinent books, documents, papers and records  
15 related to this AGREEMENT and to allow interviews of any employees  
16 who might reasonably have information related to such records or  
17 for a longer period as is required by applicable statute or by any  
18 other provision of this AGREEMENT.

19 5.3 DISTRICT agrees to comply with any reasonable request  
20 for access to its records related to this AGREEMENT and such  
21 records shall be made available for examination and audit by any  
22 duly authorized representative of SUPERINTENDENT and/or  
23 California Department of Education. DISTRICT shall allow interviews  
24 of any employee(s) who might reasonably have information related to  
25 such records.

1 6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees  
2 that all matters produced under this AGREEMENT shall become the  
3 property of SUPERINTENDENT and cannot be used without  
4 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall  
5 have all right, title and interest in said matters, including the  
6 right to secure and maintain the copyright, trademark and/or patent  
7 of said matter in the name of the SUPERINTENDENT.

8 7.0 HOLD HARMLESS.

9 7.1 SUPERINTENDENT hereby agrees to indemnify, defend, and  
10 hold harmless DISTRICT, its Governing Board, officers, agents, and  
11 employees from liability and claims of liability for bodily injury,  
12 personal injury, sickness, disease, or death of any person or  
13 persons, or damage to any property, real personal, tangible or  
14 intangible, arising out of the negligent acts or omissions of  
15 employees, agents or officers of SUPERINTENDENT or the Orange  
16 County Board of Education during the period of this AGREEMENT.

17 7.2 DISTRICT hereby agrees to indemnify, defend, and hold  
18 harmless SUPERINTENDENT, the Orange County Board of Education, and  
19 its officers, agents, and employees from liability and claims of  
20 liability for bodily injury, personal injury, sickness, disease, or  
21 death of any person or persons, or damage to any property, real,  
22 personal, tangible or intangible, arising out of the negligent acts  
23 or omissions of employees, agents or officers of DISTRICT during  
24 the period of this AGREEMENT.

25 8.0 INSURANCE. Each party shall maintain its own comprehensive  
insurance coverage to protect the Parties against liability or

1 claims of liability which may arise out of this AGREEMENT. Each  
2 party will provide a copy of its certificate of insurance  
3 evidencing all coverages and endorsements upon written request of  
4 the other party.

5 9.0 NON-DISCRIMINATION.

6 9.1 SUPERINTENDENT and DISTRICT agree that they will not  
7 engage in unlawful discrimination because of race, color, religious  
8 creed, national origin, physical or mental handicap, disability,  
9 age, sex or status as a disabled veteran or veteran of the Vietnam  
10 era of such persons.

11 9.2 SUPERINTENDENT and DISTRICT shall comply with all  
12 provision of and furnish all information and reports required by  
13 the federal rules, regulations, and relevant orders governing Equal  
14 Employment Opportunity.

15 10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply  
16 with all federal, state and local laws, rules and regulations and  
17 ordinances that are now or may result in the future become  
18 applicable to SUPERINTENDENT or DISTRICT'S business, equipment and  
19 personnel engaged in operations covered by this AGREEMENT or  
20 occurring out of the performance of such operations.

21 11.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the  
22 performance of any of the services in this AGREEMENT without prior  
23 written approval of the SUPERINTENDENT.

24 12.0 TOBACCO USE POLICY. In the interest of public health, the  
25 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
use of any tobacco products are prohibited in buildings and



1 vehicles, and on any property owned, leased or contracted for by  
2 the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15.  
3 Failure to abide with conditions of this policy could result in the  
4 termination of this AGREEMENT.

5 13.0 TERMINATION. This AGREEMENT may be terminated by  
6 SUPERINTENDENT or DISTRICT with or without cause, upon the giving  
7 of thirty (30) days prior written notice to the other party.  
8 Written notice shall be deemed given when received by the other  
9 party or no later than three (3) calendar days after the day of  
10 mailing, whichever is sooner.

11 14.0 NOTICES. All notices or demands to be given under this  
12 AGREEMENT by either party to the other shall be in writing and  
13 given either by: i) Personal service, or ii) U.S. Mail, mailed  
14 either by registered or certified mail, return receipt requested,  
15 with postage prepaid. Service shall be considered given when  
16 received if personally served or, if mailed, on the third (3rd) day  
17 after deposit in any U.S. Post Office. The address to which  
18 notices or demands may be given by either party may be changed by  
19 written notice given in accordance with the notice provisions of  
20 this section. At the date of this AGREEMENT the addresses of the  
21 parties are as follows:

22 DISTRICT: Santa Ana Unified School District  
1601 East Chestnut Avenue  
23 Santa Ana, California 92701  
Attn: \_\_\_\_\_

24 SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
25 P.O. Box 9050  
Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

1 15.0 SEVERABILITY. If any term, condition or provision of this  
2 AGREEMENT is held by a court of competent jurisdiction to be  
3 invalid, void, or unenforceable, the remaining provisions will  
4 nevertheless continue in full force and effect, and shall not be  
5 affected, impaired or invalidated in any way.

6 16.0 ALTERATION OF TERMS. This AGREEMENT, together with any  
7 exhibits attached hereto and incorporated herein by reference,  
8 fully expresses all understanding of SUPERINTENDENT and DISTRICT  
9 with respect to the subject matter of this AGREEMENT and shall  
10 constitute the total AGREEMENT between the Parties for these  
11 purposes. No addition to, or alteration of, the terms of this  
12 AGREEMENT, whether written or verbal, shall be valid unless made in  
13 writing and formally executed and approved by SUPERINTENDENT and  
14 DISTRICT.

15 17.0 AUTHORIZED SIGNATURE. The individuals signing this AGREEMENT  
16 warrant that they are authorized to do so, and further, that they  
17 are authorized to make the promises in this AGREEMENT on behalf of  
18 the respective Parties. The Parties understand and agree that a  
19 breach of this warranty shall constitute a breach of the AGREEMENT  
20 and shall entitle the non-breaching party to all appropriate legal  
21 and equitable remedies against the breaching party.

22 18.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
23 shall be governed by the laws of the State of California with venue  
24 in Orange County, California.

25 19.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
attached hereto constitute the entire agreement among the Parties

1 to it and supersedes any prior or contemporaneous understanding or  
2 agreement with respect to the services contemplated, and may be  
3 amended only by a written amendment executed by both Parties to the  
4 AGREEMENT.

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

6 DISTRICT: SANTA ANA UNIFIED  
7 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

8 BY: \_\_\_\_\_  
9 AUTHORIZED SIGNATURE

BY:   
10 AUTHORIZED SIGNATURE

11 PRINT NAME: Dr. David Haglund, Ed.D.

PRINT NAME: Patricia McCaughey

12 TITLE: Deputy Superintendent

TITLE: Coordinator

13 DATE: \_\_\_\_\_

14 DATE: May 9, 2016

15 Santa Ana USD-QRIS Block Grant-July 2015-September 2016-State Grant(42619)  
16 ZIP4

EXHIBIT "A"

QRIS Block Grant  
2015-16 Orange County Local Block Grant  
Application

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



QRIS Block Grant

2015-16 Orange County Local Block Grant  
Application

**Submit Grant Applications To:**

An electronic copy of the entire application, including the budget forms,  
must be submitted to Lynn Turner at [lturner@ocde.us](mailto:lturner@ocde.us)

**Due on or before September 25, 2015**

## Local Block Grant Application Directions

### LOCAL BLOCK GRANT FUNDING

All Orange County agencies operating California State Preschool Program (CSPP) funded preschool sessions serving children in Orange County, who are also enrolled in the Quality Stars Quality Rating and Improvement System (QRIS), are eligible to apply for Local QRIS Block Grant funds. Local Block Grant award eligibility is determined based on each eligible site's Quality Stars rating from the 2014-15 school year. The Orange County Department of Education (OCDE) will distribute a table showing the 5 Star, 4 Star, and PLC award amounts for each eligible agency. Sites rated at 5 stars are eligible to receive \$5,200 per session. Sites rated at 4 stars are eligible to receive \$4,400 per session.

### ADDITIONAL AWARDS

Orange County QRIS Block Grant funds that remain after all 5 and 4 star sites have been awarded may be used by OCDE to offer support to programs for continuous quality improvement. The cornerstone of Orange County's quality improvement support will be the continued support of Professional Learning Communities (PLCs) for CSPP teaching staff. OCDE recognizes the importance of reflective practice, and that continuous quality improvement requires time for teaching staff to meet regularly to engage in dialogue about curriculum, assessment, and family engagement. Participation in this type of professional learning community by a site's staff has great potential to increase and sustain the level of overall program quality. OCDE also recognizes that such monthly team meetings may require additional hourly pay or sub-release time for teaching staff. To that end, participating sites that commit to meet twice monthly for professional learning community meetings January – June 2016 are eligible to receive an enhanced local block grant with an additional \$ 1,500 per session. **Agencies wishing to receive the PLC award should complete Form C. The Professional Learning Communities (PLC) Award is \$1,500 per session.**

### REQUIRED ELEMENTS

- Form A – Agency Signature Page
- Form B – Action Plan for QRIS Rating Quality Improvement (QI) Awards
- Form C – Action Plan for Professional Learning Communities (PLC) Funds
- Form DI: QI Budget Narrative (Attached Excel Form, Tab 1) Please note that this tab is your budget narrative, and include narrative descriptions for each expense.
- Form DII: PLC Budget Narrative (Attached Excel Form, Tab 2) Please note that this tab is your budget narrative, and include narrative descriptions for each expense.
- Form DIII: QRIS Local Block Grant 2015–16 Budget Spreadsheet (Attached Excel Form, Tab 3). Please note that the Budget Spreadsheet auto-populates totals from the QI and PLC Budget Narratives on tabs 1-2. You will only need to enter indirect costs on the Budget Spreadsheet.

# Local Block Grant Application Directions

## INSTRUCTIONS

**Form B:** Briefly describe efforts agency will take to achieve or maintain the highest possible point score for each element of the Quality Rating Matrix. If change is not feasible at this time for a particular element, please describe why. For example, an agency may choose to stay at 3 points for ratio/group size, because it is cost-prohibitive at this time to hire an additional aide to bring ratio down, and/or to reduce class size. If site is able to maintain a high quality site rating (4-5 stars) without the support of block grant funds, focus may be shifted to the QRIS professional Development Pathways.

The QRIS Quality Improvement Action Plan is agency-wide. A separate Action Plan for each individual site is not required. However, if there will be targeted use of funds for particular sites please include that information within your narrative.

**Form D1:** Complete tables to show expenditure categories and estimated costs for each category. Category totals will auto-fill onto Budget Form D.

**Form C:** If applying for Professional Learning Community (PLC) funds\*, describe the efforts your agency will make to support participation in a PLC (attend PLC training, and attend monthly meetings) by all teaching staff. The PLC Action Plan is agency-wide; therefore a separate Action Plan for each individual site is not required. However, if there will be targeted use of funds for particular sites please include that information within your narrative.

**Form DII:** Complete tables to show expenditure categories and estimated costs for each category. Category totals will auto-fill onto Budget Form D.

**Form DIII:** Double check totals to ensure alignment with Budget Narrative, and add indirect costs.

## TECHNICAL ASSISTANCE

For assistance, please contact Krista Murphy at [kmurphy@ocde.us](mailto:kmurphy@ocde.us).

## APPLICATION APPROVAL, CONTRACT

- Submit completed application, including budget form, to Lynn Turner at [lturner@ocde.us](mailto:lturner@ocde.us)
- Agencies will receive confirmation of approved application by email within two weeks of submission. If you do not receive your email confirmation, please contact Lynn Turner.
- Once your application is approved, you will receive a contract by mail from OCDE. Please return a signed copy of this contract to OCDE, at the address provided.
- Invoicing instructions will be sent once contract is fully executed.

**Late applications will not be accepted.**

## Local Block Grant Application Directions

### FUNDING

100% of approved funds\* will be disbursed to agency upon invoice.

Funds may be applied retro-actively to approved expenditures dating from July 1, 2015.

\*Local Block Grant funding amount may change from amount indicated on agency application. Exact funding is not confirmed until contract is created. Local block grant funding is subject to receipt of QRIS Block Grant funds from the California Department of Education. All expenditures must meet the 2014-15 California State Child Development Contracts Funding Terms and Conditions for reimbursable and non-reimbursable costs.

### REVISIONS AND BUDGET MODIFICATIONS

If your agency requires a revision to your approved application, please submit a revised application with track-changes, and a revised budget narrative and budget (forms B, BI, C, CI, and D) to Krista Murphy at [kmurphy@ocde.us](mailto:kmurphy@ocde.us). Revisions must be approved before changes in expenditure will be allowed.


### ACCOUNTABILITY

Local Block Grant awards: Agencies will be required to report Local QRIS Block Grant funds on their CDFS 8501 form. California State Child Development Contract leads will be sending a management bulletin with details regarding how to report QRIS Block Grant income on the 8501 form.

Professional Learning Community (PLC) awards: Agencies will be required to upload bi-weekly PLC meeting sign-in sheets for each site, and indicate if staff have completed the required PLC trainings, in the WELS data system by the end of the grant period.



## Form A. Agency Signature Page

I. CSPP Contracting Agency	Agency Lead (name/title)	Phone Number
Santa Ana Unified School District	Dr. David Haglund, Ed.D. Deputy Superintendent, Educational Services	714-558-5501
Address	City	Zip Code
1601 E. Chestnut St.	Santa Ana	92701
Signature	Email	Date
	David.haglund@sausd.us	9/25/15

Agency Contact Person	Agency Contact's Email	Phone Number
Keely Orlando	Keely.orlando@sausd.us	714-431-7542

Fiscal Lead Contact Person	Fiscal Contact's Email	Phone Number
Alicia Cuevas	Alicia.cuevas@sausd.us	714-558-5501

By signing this signature page, the applicant(s) certify that the information contained in the application is accurate and that all forms required to be submitted as part of the RFA are certified to be true and binding on the applicants. Additionally, in signing this signature page, the Agency/applicant(s) is confirming that they will use the Quality Continuum Framework (Framework), the Tiered rating matrix and the Implementation Guide, as found at <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp>.

Signing the QRIS Local Block Grant Plan also confirms that the Agency/applicant has read and agreed to the general assurances found on this link: <http://www.cde.ca.gov/fq/fo/fm/generalassur2014.asp> AND the Funding Terms and Conditions for 2015-16 California State Child Development Contracts found at this link: <http://www.cde.ca.gov/fq/aa/cd/ftc2014.asp>

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards**

<p><b>BI. Quality Maintenance, 5 Stars:</b> Sites rated as 5 Stars in 2014-15 (if any):  <i>Please describe how Local Block Grant funds will be used to support and maintain maximum points for each element of the QRIS Rating Matrix, or to support one or more of the Professional Development Pathways (see Appendix).</i></p>	
<p><b>Element 1.</b>  <i>Child Observation</i></p>	<p><b>Additional Staff Development day (1):</b>            SAUSD School Readiness Project Coordinator will provide trainings as follows:</p> <ul style="list-style-type: none"> <li>• 56 Child Development Teachers</li> <li>• 2 Instructional Assistants</li> <li>• DRDP Tech Training (2 hrs)</li> <li>• DRDP Intensive Workshop (6 hrs)</li> </ul> <p><b>Paid Professional Development hours (48 hrs total):</b>            School Readiness Project Coordinator and Early Learning Specialists will facilitate after school meetings to provide support as follows:</p> <ul style="list-style-type: none"> <li>• 56 Child Development Teachers</li> <li>• 2 Instructional Assistants</li> <li>• DRDP Mini-Workshops (1 hr each; as needed basis)</li> </ul>
<p><b>Element 2.</b>  <i>Developmental and Health Screenings</i></p>	<p><b>Contract with Help Me Grow to support School Readiness Nurses with “Ages and Stages Questionnaires –(ASQs)” completion for approximately 1300 children:</b></p> <ul style="list-style-type: none"> <li>• SAUSD ECE Department has experienced rapid expansion with no additional nursing support for ASQs</li> <li>• Help Me Grow to complete 700 of 1300 ASQs, including follow-up</li> </ul>
<p><b>Element 3.</b>  <i>Minimum Qualifications for Lead Teachers</i></p>	<p><b>Tuition &amp; textbook reimbursement for ECE teaching staff:</b></p> <ul style="list-style-type: none"> <li>• Pursuing AA, BA, or MA in Early Childhood Education, or</li> <li>• Pursuing a higher level Child Development Permit</li> </ul>
<p><b>Element 4.</b>  <i>Effective Teacher-Child Interactions</i></p>	<p><b>Additional Staff Development day (1):</b>  <b>Contract with OCDE:</b></p> <ul style="list-style-type: none"> <li>• 56 Child Development Teachers</li> <li>• 2 Instructional Assistants</li> <li>• CLASS Overview training (4 hrs)</li> <li>• Preschool PBIS/CSEFEL training (4 hrs)</li> </ul>

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards**

<p><b>Element 5.</b> <i>Ratios and Group Size</i></p>	<ul style="list-style-type: none"> <li>• It is not fiscally possible to reduce class size nor hire additional teachers to improve ratios agency wide at this time.</li> </ul>
<p><b>Element 6.</b> <i>Program Environment</i></p>	
<p><b>Element 7.</b> <i>Director Qualifications</i></p>	
<p><b>PD Pathway</b> <i>School Readiness</i></p>	<ul style="list-style-type: none"> <li>• <b>DRDP Tech (2 hr Saturday Training)</b></li> <li>• <b>DRDP Intensive Workshop (6 hr Saturday Training)</b></li> </ul>
<p><b>PD Pathway</b> <i>Social-Emotional Development</i></p>	<ul style="list-style-type: none"> <li>• <b>CSEFEL/Preschool PBIS Training (4 hrs)</b></li> </ul>
<p><b>PD Pathway</b> <i>Health, Nutrition, and Physical Activity</i></p>	
<p><b>PD Pathway</b> <i>Effective Teacher-Child Interactions</i></p>	<ul style="list-style-type: none"> <li>• <b>CLASS Overview Training (4 hrs)</b></li> </ul>
<p><b>PD Pathway</b> <i>Professional Development</i></p>	<ul style="list-style-type: none"> <li>• <b>Tuition &amp; Textbook Reimbursement for teachers and instructional assistants</b></li> </ul>
<p><b>PD Pathway</b> <i>Environment</i></p>	
<p><b>PD Pathway</b> <i>Program Administration</i></p>	

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards**

<b>PD Pathway</b> <i>Family Engagement</i>	

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards**

<p><b>BII. Quality Improvement, 4 Stars:</b> Sites rated as 4 stars in 2014-15 (if any):  <i>Please describe how Local Block Grant funds will be used to achieve or maintain maximum points for each element of the QRIS Rating Matrix, or to support one or more of the Professional Development Pathways (see Appendix).</i></p>	
<p><b>Element 1.</b>  <i>Child Observation</i></p>	<p><b>Additional Staff Development day (1):</b>            SAUSD School Readiness Project Coordinator will provide trainings as follows:</p> <ul style="list-style-type: none"> <li>• 56 Child Development Teachers</li> <li>• 2 Instructional Assistants</li> <li>• DRDP Tech Training (2 hrs)</li> <li>• DRDP Intensive Workshop (6 hrs)</li> </ul> <p><b>Paid Professional Development hours (48 hrs total):</b>            School Readiness Project Coordinator and Early Learning Specialists will facilitate after school meetings to provide support as follows:</p> <ul style="list-style-type: none"> <li>• 56 Child Development Teachers</li> <li>• 2 Instructional Assistants</li> <li>• DRDP Mini-Workshops (1 hr each; as needed basis)</li> </ul>
<p><b>Element 2.</b>  <i>Developmental and Health Screenings</i></p>	<p><b>Contract with Help Me Grow to support School Readiness Nurses with "Ages and Stages Questionnaires –(ASQs)" completion for approximately 1300 children:</b></p> <ul style="list-style-type: none"> <li>• SAUSD ECE Department has experienced rapid expansion with no additional nursing support for ASQs</li> <li>• Help Me Grow to complete 700 of 1300 ASQs, including follow-up</li> </ul>
<p><b>Element 3.</b>  <i>Minimum Qualifications for Lead Teachers</i></p>	<p><b>Tuition &amp; textbook reimbursement for ECE teaching staff:</b></p> <ul style="list-style-type: none"> <li>• Pursuing AA, BA, or MA in Early Childhood Education, or</li> <li>• Pursuing a higher level Child Development Permit</li> </ul>
<p><b>Element 4.</b>  <i>Effective Teacher-Child Interactions</i></p>	<p><b>Additional Staff Development day (1):</b>  <b>Contract with OCDE:</b></p> <ul style="list-style-type: none"> <li>• 56 Child Development Teachers</li> <li>• 2 Instructional Assistants</li> <li>• CLASS Overview training (4 hrs)</li> <li>• Preschool PBIS/CSEFEL training (4 hrs)</li> </ul>

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards**

<i>Ratios and Group Size</i>	additional teachers to improve ratios agency wide at this time.
<b>Element 6.</b> <i>Program Environment</i>	
<b>Element 7.</b> <i>Director Qualifications</i>	
<b>PD Pathway</b> <i>School Readiness</i>	<ul style="list-style-type: none"> <li>• DRDP Tech (2 hr Saturday Training)</li> <li>• DRDP Intensive Workshop (6 hr Saturday Training)</li> </ul>
<b>PD Pathway</b> <i>Social-Emotional Development</i>	<ul style="list-style-type: none"> <li>• CSEFEL/Preschool PBIS Training (4 hrs)</li> </ul>
<b>PD Pathway</b> <i>Health, Nutrition, and Physical Activity</i>	
<b>PD Pathway</b> <i>Effective Teacher-Child Interactions</i>	<ul style="list-style-type: none"> <li>• CLASS Overview Training (4 hrs)</li> </ul>
<b>PD Pathway</b> <i>Professional Development</i>	<ul style="list-style-type: none"> <li>• Tuition &amp; Textbook Reimbursement for teachers and instructional assistants</li> </ul>
<b>PD Pathway</b> <i>Environment</i>	

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards**

<b>PD Pathway</b> <i>Program Administration</i>	
<b>PD Pathway</b> <i>Family Engagement</i>	

## Form C. Action Plan for QRIS Local Block Grant Professional Learning Community (PLC) Funds

Please check one:

Agency is NOT applying for PLC Funds.

Agency is applying for PLC Funds of up to \$1,500 per CSPP-funded session, and will meet the PLC project requirements as described below:

In the tables below, indicate how Agency plans to meet all PLC Grant requirements by addressing all three PLC Goals. Plan must include details on how QRIS Local Block Grant PLC Award funds will be spent on or before 6/30/2016.

<b>PLC Goal: 1.0 Professional Development</b>	
<p><b>Goal 1.1</b> Enhance Knowledge of PLCs for ECE Leadership</p> <p><b>Minimum Requirements</b></p> <p>Directors and/or Site Supervisor will complete:</p> <ul style="list-style-type: none"> <li>• PLC for ECE Leaders: Supporting Effective PLCs part 1 (offered by OCDE late 2015)</li> <li>• PLC for ECE Leaders: Supporting Effective PLCs part 2 (offered by OCDE winter 2016)</li> </ul>	<p>Expected Completion Date(s)</p>
<p><b>Goal 1.1 Action Plan:</b></p> <ul style="list-style-type: none"> <li>• Early Childhood Education Coordinator, all Early Learning Specialists, and School Readiness Project Coordinator will complete the "PLC for ECE Leaders: Supporting Effective PLC's part 1"</li> <li>• Early Childhood Education Coordinator, all Early Learning Specialists, and School Readiness Project Coordinator will complete the "PLC for ECE Leaders: Supporting Effective PLC's part 2"</li> </ul>	<p>12/2015</p> <p>2/2016</p>



## Form C. Action Plan for QRIS Local Block Grant Professional Learning Community (PLC) Funds

<p><b>Goal 1.2</b> Enhance Knowledge of PLCs for Teachers and Instructional Assistants</p> <p><b>Minimum Requirements</b> Program leadership will offer ongoing support to teaching staff to ensure effective use of PLC time.</p>	<p><b>Expected Completion Date(s)</b></p>
<p><b>Goal 1.2 Action Plan:</b></p> <ul style="list-style-type: none"> <li>• Early Learning Specialists will develop a calendar of dates from 1/2016-5/2016 to lead/facilitate bi-weekly PLC meetings with teaching teams.</li> <li>• Early Learning Specialists will review DRDP evidence at each PLC meeting, and support teachers with analyzing children's work, and intentional planning.</li> </ul>	<p style="text-align: center;">12/2015</p> <p style="text-align: center;">1/2016-5/2015</p>

<p><b>PLC Goal: 2.0 Teaching Staff Meet as Professional Learning Communities (Choose one option below)</b></p>		
<p><b>Option 1:</b> Site teachers and instructional assistants will meet collaboratively using PLC protocols and templates from Intro to PLC training, 2x per month January – June 2016. Sign-in sheet from PLC meetings will be uploaded to WELS</p>	<p><b>Option 2:</b> Site teachers and instructional assistants will meet collaboratively using PLC protocols and templates from Intro to PLC training, 1x per month <i>and</i> site teachers meet without instructional assistants 1x per month January – June 2016. Sign-in sheet from PLC meetings will be uploaded to WELS</p>	<p><b>Expected Completion Date(s)</b></p>
<p><b>Goal 2.0 Action Plan:</b></p> <p>Option 1: Teachers will meet bi-weekly for their Professional Learning Community from 1/2016-5/2016. Sites participating in PLC do not have Instructional Assistants in their staffing pattern. Meetings will be facilitated by Early Learning Specialists and will last 1 hour each session. Teachers will use classroom level DRDP data and CA Preschool Learning Foundations to collaboratively lesson plan and develop SMART goals for data gaps.</p>		<p>1/2016-5/2016</p>

**AGENCY NAME: Santa Ana Unified School District**

**DI. QI Award Budget Narrative**  
 Provide justification for each Quality Maintenance/Improvement (QI) expenditure category, and include information about roles, time base, salary of the staff and consultants, equipment specifications and justification, and a clear description of services to be contracted.

**1) Personnel and Benefits**

The following requested personnel will work on Project

QRIS Rating Matrix Element(s)	Position	Description of Work	% FTE (enter as a decimal)	Base Salary w/ Benefits	Total (includes benefits)
<b>Total QI Personnel and Benefits</b>					

**3) Materials and Supplies**

QRIS Rating Matrix Element(s)	Item Description	Purpose	Total
<b>Total QI Materials and Supplies</b>			<b>\$0.00</b>

**3) Equipment < \$5,000**

QRIS Rating Matrix Element(s)	Item Description	Purpose	Total
<b>Total QI Equipment &lt; \$5,000</b>			<b>\$0.00</b>

**4) Travel**

QRIS Rating Matrix Element(s)	Purpose	# Trips	\$ per Trip	Total
<b>Total QI Travel</b>				<b>\$0.00</b>

**6) Contractual**

QRIS Rating Matrix Element(s)	Description of Product/Service, and Vendor	Cost	Total
Developmental & Health Screenings	Administration & follow up on ASQs for 700 children: Help Me Grow	28,000	\$28,000.00
Effective Teacher-Child Interactions	CLASS Overview Training & CSEFEL Trainings through OCIDE	1050	\$1,050.00
<b>Total QI Contractuals</b>			<b>\$29,050.00</b>

**5) Capital Outlay**

QRIS Rating Matrix Element(s)	Product/Service, and Vendor	Cost	Total
<b>Total QI Capital Outlay</b>			<b>\$0.00</b>

*\*\* Prior Approval required*

**7) Stipends and/or Additional Hours**      *Enter Hourly rate and # of hours OR Stipend*

Description of Activity	Position Title/Name	Hourly Rate	# of Hours	Stipend Amount	Total Add'l Pay
Extra Duty Days (2)	Child Development Teachers (36)	\$46.23	196		\$41,423.08
Extra Duty Days (2)	Instructional Assistants (2)	\$26.50	32		\$848.00
Tuition Reimbursement	Teachers & Assistants				\$4,555.59
<b>Total PLC Stipends/ Additional Hours</b>					<b>\$46,825.67</b>

*State Approved Indirect Rate*

	6.49%				
--	-------	--	--	--	--

<b>9) Total QI Indirect Costs</b>	\$4,924.33				
-----------------------------------	------------	--	--	--	--

<b>10) Total QI Costs (Including Indirect)</b>	<b>\$88,808.00</b>	<i>** Total expenses including Indirect may not exceed your allocation.</i>			
--	--------------------	---	--	--	--

# AGENCY NAME: Santa Ana Unified School District

**DII. PLC Award Budget Narrative.**

Provide justification for each PLC expenditure category, and include information about roles, time base, salary of the staff and consultants, equipment specifications and justification, and a clear description of materials and services to be contracted.

**1) Personnel and Benefits**

The following requested personnel will work on Project

QRIS Rating Matrix Element(s)	Position	Description of Work	% FTE	Base Salary w/ Benefits	Total (Includes benefits)
<b>Total PLC Personnel and Benefits</b>					<b>\$0.00</b>

**3) Materials and Supplies**

QRIS Rating Matrix Element(s)	Item Description	Purpose	Total
<b>Total PLC Materials and Supplies</b>			<b>\$0.00</b>

**3) Equipment <\$5,000**

QRIS Rating Matrix Element(s)	Item Description	Purpose	Total
<b>Total PLC Equipment &lt;\$5,000</b>			<b>\$0.00</b>

**4) Travel**

QRIS Rating Matrix Element(s)	Purpose for Travel	# Trips	\$ per Trip	Total
<b>Total PLC Travel</b>				<b>\$0.00</b>

**6) Contractual**

QRIS Rating Matrix Element(s)	Description of Product/Service, and Vendor	Cost	Total
<b>Total PLC Contractuals</b>			<b>\$0.00</b>

**5) Capital Outlay (over \$5,000)**

QRIS Rating Matrix Element(s)	Product/Service, and Vendor	Cost	Total
<b>Total PLC Capital Outlay</b>			<b>\$0.00</b>

*\*\* Prior Approval required*

**7) Stipends and/or Additional Hours**

*Enter Hourly rate and # of hours OR Stipend*

Description of Activity	Position Title/Name	Hourly Rate	# of Hours	Stipend Amount	Total Add'l pay
PLC Extra hours for teachers	Child Development Teacher	\$46.23	300		\$2,115.00
PD Extra hours for teachers	Child Development Teacher	\$46.23	48,4233		\$2,239.47
<b>Total PLC Stipends/ Additional Hours</b>					<b>\$25,354.49</b>

State Approved Indirect Rate	6.49%
------------------------------	-------

<b>9) Total PLC Indirect Costs</b>	<b>\$1,648.51</b>
------------------------------------	-------------------

<b>10) Total PLC Costs (Including Indirect)</b>	<b>\$27,000.00</b>
---	--------------------

*\*\*Total expenses including Indirect may not exceed your allocation.*

QRIS Local Block Grant Budget  
Agency Name: Santa Ana Unified School District

<b>Quality Improvement (QI)</b>		
	<b><i>Personnel</i></b>	
	<b>TOTAL QI PERSONNEL</b>	<b>\$0.00</b>
<b>Object</b>	<b><i>Operations</i></b>	
4300	Materials and Supplies	\$0.00
4400	Equipment < \$5,000	\$0.00
5200	Travel	\$0.00
5800	Contractual	\$29,050.00
6000	Capital Outlay	\$0.00
	Stipends/Hourly	\$46,825.67
	<b>TOTAL QI OPERATIONS</b>	<b>\$75,875.67</b>
	<b>TOTAL QI DIRECT COSTS</b>	<b>\$75,875.67</b>
	<b>TOTAL QI INDIRECT</b>	<b>\$4,924.33</b>

<b>Professional Learning Communities (PLC)</b>		
	<b><i>Personnel</i></b>	
	<b>TOTAL PLC PERSONNEL</b>	<b>\$0.00</b>
<b>Object</b>	<b><i>Operations</i></b>	
4300	Materials and Supplies	\$0.00
4400	Equipment < \$5,000	\$0.00
5200	Travel	\$0.00
5800	Contractual	\$0.00
6000	Capital Outlay	\$0.00
	Stipends	\$25,354.49
	<b>TOTAL PLC OPERATIONS</b>	<b>\$25,354.49</b>
	<b>TOTAL PLC DIRECT COSTS</b>	<b>\$25,354.49</b>
	<b>TOTAL PLC INDIRECT</b>	<b>\$1,645.51</b>

<b>TOTAL GRANT FUNDS FY 2015-16</b>	<b>\$107,800.00</b>
-------------------------------------	---------------------

CALIFORNIA DEPARTMENT OF EDUCATION  
 ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS  
 CDFS 8501 Pg. 1 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Month Ending	Year		Click to Select	
Click to Select	Click to Select			

Mail completed report to:  
 CALIFORNIA DEPARTMENT OF EDUCATION  
 Child Development Fiscal Services  
 1430 N Street, Suite 2213  
 Sacramento, CA 95814-5901

FULL NAME OF CONTRACTOR:				FISCAL ANALYST:	Click to Select Fiscal Analyst
SECTION I -	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
CERTIFIED CHILDREN	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)	ADJUSTMENT FACTOR	ADJUSTED DAYS OF ENROLLMENT (Col. C x Col. D) <i>(Do not round)</i>
<b>DAYS OF ENROLLMENT</b>					
<i>Three and Four Year Olds</i>					
Full-time-plus			-	1.1800	-
Full-time			-	1.0000	-
Three-quarters-time			-	0.7500	-
One-half-time			-	0.6195	-
<i>Exceptional Needs</i>					
Full-time-plus			-	1.4160	-
Full-time			-	1.2000	-
Three-quarters-time			-	0.9000	-
One-half-time			-	0.6195	-
<i>Limited and Non-English Proficient</i>					
Full-time plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<i>At Risk of Abuse or Neglect</i>					
Full-time-plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<i>Severely Disabled</i>					
Full-time-plus			-	1.7700	-
Full-time			-	1.5000	-
Three-quarters-time			-	1.1250	-
One-half-time			-	0.6195	-
TOTAL DAYS OF ENROLLMENT			-		-
DAYS OF OPERATION			-		-
DAYS OF ATTENDANCE			-		-

**NO NONCERTIFIED CHILDREN** Check this box and continue to Section III if no noncertified children are enrolled in the program.

CALIFORNIA DEPARTMENT OF EDUCATION  
 ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS  
 CDFS 8501 Pg. 2 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
<a href="#">Click to Select</a>	<a href="#">Click to Select</a>	-	<a href="#">Click to Select</a>	-

Note: Section II – Information for noncertified children must be submitted as a part of this report. If you do not serve noncertified children, check the box on page 1 and omit this page.

FULL NAME OF CONTRACTOR:				FISCAL ANALYST:	<a href="#">Click to Select Fiscal Analyst</a>
SECTION II-	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
NONCERTIFIED CHILDREN Report all children who are not certified but are served at the same site(s) as certified children. Complete this section according to the instructions given for Section I.	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)	ADJUSTMENT FACTOR	ADJUSTED DAYS OF ENROLLMENT (Col. C x Col. D)
<b>Toddlers (18 up to 36 months)</b>					
Full-time-plus			-	1.652	-
Full-time			-	1.400	-
Three-quarters-time			-	1.050	-
One-half-time			-	0.770	-
<b>Three and Four Year Olds</b>					
Full-time-plus			-	1.1800	-
Full-time			-	1.0000	-
Three-quarters-time			-	0.7500	-
One-half-time			-	0.6195	-
<b>Exceptional Needs</b>					
Full-time-plus			-	1.4160	-
Full-time			-	1.2000	-
Three-quarters-time			-	0.9000	-
One-half-time			-	0.6195	-
<b>Limited and Non-English Proficient</b>					
Full-time plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<b>At Risk of Abuse or Neglect</b>					
Full-time-plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<b>Severely Disabled</b>					
Full-time-plus			-	1.7700	-
Full-time			-	1.5000	-
Three-quarters-time			-	1.1250	-
One-half-time			-	0.6195	-
<b>TOTAL DAYS OF ENROLLMENT</b>	-	-	-	-	-

CALIFORNIA DEPARTMENT OF EDUCATION  
 ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS  
 CDFS 8501 Pg. 3 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Click to Select	Click to Select	-	Click to Select	-

FULL NAME OF CONTRACTOR:			Click to Select Fiscal Analyst
	COLUMN A	COLUMN B	COLUMN C
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
<b>SECTION III – REVENUE (See Instructions)</b>			
<b>RESTRICTED INCOME</b>			
Child Nutrition Programs			-
County Maintenance of Effort (EC Section 8279)			-
Other:			-
	<b>SUBTOTAL</b>	\$ -	\$ -
Transfer From Reserve - General	See Instructions		-
Transfer From Reserve - Professional Development	See Instructions		-
	<b>SUBTOTAL</b>	-	-
Family Fees for Certified Children			-
Interest Earned on Apportionment Payments			-
<b>UNRESTRICTED INCOME</b>			
Fees for Noncertified Children			-
Head Start			-
Other:			-
	<b>TOTAL REVENUE</b>	\$ -	\$ -
<b>SECTION IV – REIMBURSABLE EXPENSES (See Instructions)</b>			
Direct Payments to Providers (FCCH only)			-
1000 Certificated Salaries			-
2000 Classified Salaries			-
3000 Employee Benefits			-
4000 Books and Supplies			-
5000 Services and Other Operating Expenses			-
6100/6200 Other Approved Capital Outlay			-
6400 New Equipment (program-related)			-
6500 Equipment Replacement (program-related)			-
Depreciation or Use Allowance			-
Start-Up Expenses (service level exemption)			-
Budget Impasse Credit			-
Indirect Costs (Include in Admin Cost) Rate:			-
<b>NONREIMBURSABLE STATE USE ONLY</b>			
	<b>TOTAL REIMBURSABLE EXPENSES</b>	\$ -	\$ -
<b>TOTAL ADMINISTRATIVE COST (included in Section IV above)</b>			
COMMENTS:			
CERTIFICATION—I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.			
Signature of Contractor Designee (Original signature only)	E-mail Address	Telephone	Date
Contractor Fiscal Contact Name and Title	E-mail Address	Telephone	Date

NO SUPPLEMENTAL REVENUE Check this box and omit Page 4.

CALIFORNIA DEPARTMENT OF EDUCATION  
 ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS  
 CDFS 8501 Pg. 4 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Click to Select	Click to Select	-	Click to Select	-

FULL NAME OF CONTRACTOR: \_\_\_\_\_ Click to Select Fiscal Analyst

	COLUMN A	COLUMN B	COLUMN C
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
<b>SECTION V – SUPPLEMENTAL REVENUE (See Instructions)</b>			
Enhancement Funding			-
Other:			-
			-
<b>TOTAL SUPPLEMENTAL REVENUE</b>	\$ -	\$ -	\$ -

	COLUMN A	COLUMN B	COLUMN C
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
<b>SECTION VI – SUPPLEMENTAL EXPENSES (See Instructions)</b>			
1000 Certificated Salaries			-
2000 Classified Salaries			-
3000 Employee Benefits			-
4000 Books and Supplies			-
5000 Services and Other Operating Expenses			-
6000 Equipment/Capital Outlay			-
Depreciation or Use Allowance			-
Indirect Costs			-
NONREIMBURSABLE EXPENSES			-
6100-6500 Nonreimbursable Capital Outlay			-
<b>TOTAL SUPPLEMENTAL EXPENSES</b>	\$ -	\$ -	\$ -

COMMENTS:

CERTIFICATION—I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of Contractor Designee (Original signature only)	E-mail Address	Telephone	Date
	- ext.	.	.
Contractor Fiscal Contact Name and Title	E-mail Address	Telephone	Date
	- ext.	.	.



## INSTRUCTIONS

**Contractors Required to File This Report:** Child Care and Development contractors operating a Center-based (Public and Private Program(s)), and/or Migrant Programs.

**Report Deadlines:** Reports must be submitted in accordance with the Child Care and Development contract Funding Terms and Conditions (FT&C) and Program Requirements. Monthly reporting is required by contractors who are on Conditional or Provisional status. All other contractors will submit reports according to the timelines listed below:

Period Ending	DUE to CDFS (postmarks do not qualify as receipt dates)
September 30	October 20
December 31	January 20
March 31	April 20
June 30	July 20

**How to Submit the Report:** The submission of the report is the responsibility of the contractor. The principal administrative officer may assign a contractor designee for completion of the report, but the contractor's Board is responsible for the accurate and timely submission of the report.

To be valid, a report must be complete, signed, and dated by the contractor designee. Please note that only original signatures are acceptable. Invalid reports or reports not received in the Child Development Fiscal Services Unit by the 20th of the month following the end of the reporting period will be deemed delinquent and all subsequent apportionments will be withheld until reporting requirements have been met.

**REPORTING PERIOD** - Click to select Month Ending and Year. This will auto-populate on all report pages.

**CONTRACT NUMBER** - Enter the contract number. This will auto-populate on all report pages.

**COUNTY NUMBER** - Click to select County.

**VENDOR CODE** - Enter Vendor Code.

**FULL NAME OF CONTRACTOR** - Enter Contractor Name.

**FISCAL ANALYST** - Click to select assigned Fiscal Analyst.

**SECTION I – CERTIFIED CHILDREN:** Report only children who have been certified as eligible for California Department of Education (CDE) subsidized services. A family is considered to be enrolled in the program when the application and certification forms have been completed, information has been verified, and forms have been signed. A child enrolled 6.5 hours to under 10.5 hours is considered full-time. A child enrolled 10.5 hours and over is considered full-time-plus. NOTE: "Infants" placed in Family Child Care Homes (FCCH) from center-based programs are reported in a separate FCCH infants category. Any other FCCH children should be placed in the appropriate category. NOTE: the category "Limited and Non-English Proficient" is only for children 2 years of age through kindergarten age. Enter the number of children enrolled in the appropriate category.

Enter the number of children enrolled in the appropriate category. For the first report of the fiscal year, use only Column B to enter enrollment data. Column A remains blank. Beginning with the second report, enter data from Column C of the previous report in Column A. Any adjustments should be made in Column A and reasons for the adjustments stated in the Comments Section following Section IV or on a separate sheet of paper. Report current period data in Column B. Column C is the sum of Columns A and B. Column E is the product of Column C and the corresponding "adjustment factors" shown in Column D. Do not use negative figures in any of the columns and do not round.

**TOTAL DAYS OF ENROLLMENT** – The sum of all Days of Enrollment in each of the appropriate categories.

**DAYS OF OPERATION** – Enter Days of Operation for the Current Period in Column B. A Day of Operation is a day the contractor provides child care and development services for one or more certified children enrolled.

**DAYS OF ATTENDANCE** – Enter Days of Attendance for the Current Period in Column B. A child is in attendance when he or she is present in the program for any part of a day or when he or she is absent because of illness or quarantine, illness or quarantine of the parent, family emergency, court-ordered visitation, or a reason which is clearly in the best interest of the child. This number must be equal to or less than the Days of Enrollment.

**NO NONCERTIFIED CHILDREN** – If your program does not serve Noncertified children, you are not required to submit Section II. Click to check the box at the bottom of Section I indicating No Noncertified Children. If the box is not checked, you must submit Section II or the report will be considered incomplete and delinquent.

**SECTION II – NONCERTIFIED CHILDREN:** Report all children in the appropriate category who are supported by another funding source (which may be another CDE contract type) and served in the same classroom as certified children.

**TOTAL DAYS OF ENROLLMENT** – The sum of all Days of Enrollment in each of the appropriate categories.

**SECTION III – REVENUE:** Report all revenue related to the program for both certified and noncertified children. Do not report child development apportionment payments received from CDE or funds required to be reported in Sections V and VI, Supplemental Revenue and Expenses.

**RESTRICTED INCOME** – Income that may only be expended for specific limited purposes.

**CHILD NUTRITION PROGRAMS** – Report revenue received from the CDE Nutrition Services Division deposited in the Child Development Fund.

**COUNTY MAINTENANCE OF EFFORT** – Report Maintenance of Effort funds received from the county pursuant to California Education Code Section 8279, which are restricted for childcare operating costs, in the current fiscal year.

Note: Report unrestricted Maintenance of Effort funds under Unrestricted Income "Other".

**OTHER** – Report field trip fees, sale of state purchased equipment, etc.

**TRANSFER FROM RESERVE** - List the dollar amount for any transfers of funds from the Reserve Account during the fiscal year in the appropriate category. CSPP Transfers from Reserve must be separated into CSPP General Transfers and CSPP Professional Development Transfers.\*

\*CSPP contractors can retain a reserve fund balance equal to 15 percent of the sum of the MRAs of all center-based contracts contributing to the reserve. In addition to the previous 5 percent cap, now referred to as the CSPP General Reserve amount, contractors may retain an additional cap of 10 percent referred to as the CSPP Professional Development Reserve amount. The 5 percent CSPP General Reserve amount will continue to be used for "reasonable and necessary costs" (Education Code Section 8450) in excess of contract reimbursement for any center-based contract administered by the contractor. The 10 percent CSPP Professional Development Reserve amount is intended for, and will be restricted to, expenditures specifically associated with the professional development of CSPP instructional staff. NOTE: Transfers from a Reserve Account can be made only to contracts of the same type as the Reserve Account, and must be reported as Transfer from Reserve Fund for the contract that receives the transfer.

**FAMILY FEES FOR CERTIFIED CHILDREN CSPP** – Report family fees collected for certified children attending full-day preschool classrooms.

Fees for noncertified children should be reported under Unrestricted Income.

**INTEREST EARNED ON APPORTIONMENT PAYMENTS** – Report all interest earned on advanced CDE funds for this contract.

**UNRESTRICTED INCOME** – Report income that the donor has not restricted for use for certified children or income the donor has restricted for purposes that are not reimbursable to the contract, including services to children not subsidized by the contract.

**Head Start Note:** Report Head Start funds partnered with part-day preschool to create a full-day of care as Unrestricted Income.

**SECTION IV – REIMBURSABLE EXPENSES:** Report all expenses related to the program for both certified and noncertified children. Include all expenses related to the income reported in Section III plus contract funds. Title 5, Section 18063 regulations require that "Contractors shall report expenditures on an accrual basis." Report costs as they occur rather than when they are actually paid. Please round to whole numbers.

**DIRECT PAYMENTS TO PROVIDERS (FCCH only)** – Report provider payments for children served in Family Child Care Homes.

**CERTIFICATED SALARIES** – Salaries paid to employees in positions that require a credential or permit issued by the Commission on Teacher Credentialing, or a related Administrative Services Credential. (Refer to FT&C for staffing qualifications.)

**CLASSIFIED SALARIES** – All other salaries that are not certificated.

**EMPLOYEE BENEFITS** – Employers' contributions to retirement plans and health and welfare benefits.

**BOOKS & SUPPLIES** – Expenditures for books and supplies including costs of sales/use tax, freight, and handling charges.

**SERVICES & OTHER OPERATING EXPENSES** – Expenditures for services, rentals, leases, maintenance contracts, dues, travel, insurance, utilities, legal, and other operating expenditures.

**CAPITAL OUTLAY** – Amounts paid for fixed assets or additions to fixed assets, including land or existing buildings, the improvements of grounds, construction of buildings, additions to buildings, remodeling of buildings, or initial and additional equipment.

As specified in the "Funding Terms & Conditions" (FT&C), purchases for both New and Replacement Equipment may require prior written approval by the CDE, Early Education and Support Division.

**NEW EQUIPMENT**– Expenditures for movable personal property, including equipment such as vehicles, machinery, computer systems, and playground equipment.

**EQUIPMENT REPLACEMENT**– Expenditures for equipment replaced on a piece-for-piece basis. These expenditures must be identified for purposes of the calculation of the current expense of education (Education Code Section 41372).

**DEPRECIATION OR USE ALLOWANCE** – Taxes, insurance and maintenance may be claimed as part of actual and allowable costs for buildings or building improvements related to the child development program and equipment necessary for the operation of the program. See the FT&C for more information.

**START-UP EXPENSES** – Start-up (Service Level Exemption) for eligible contractors will be identified on the contract face sheet as a dollar amount and is a service-level exemption which is an amount that may be reimbursed without the required enrollment to earn it.

**START-UP/CLOSE-DOWN EXPENSES** – Similar to Start-Up, seasonal migrant contractors may incur unique costs associated with closing down and starting up agency operations to coincide with the periods of service needed by migrant families.

**BUDGET IMPASSE CREDIT**– Budget Impasse Credit for eligible contractors will be identified on the contract face sheet as a dollar amount and is a service level exemption which is an amount that may be reimbursed without the required enrollment to earn it.

**INDIRECT COSTS** – If claimed, an indirect cost allocation plan must be on file and available for review by the CDE staff and auditors. This rate is applied to budget categories 1000-5000 only in determining the maximum amount of indirect costs that are reimbursable under the contract. Rates are subject to audit verification.

**ADMINISTRATIVE COST** – Costs for activities that do not provide a direct benefit to the children, including any allowance for indirect costs and audits. Reimbursement of administrative costs may not exceed 15 percent of the funds provided.

**COMMENTS** – Provide any information that will assist in understanding unusual circumstances that are reflected in your report and any changes made to cumulative prior period data. Changes in days of operation, variations in enrollment or attendance, and delays in expenditures are some items that require explanations. When a correction is necessary, an amended report is not required (except for the June year-end). Adjustments should be made by reporting the corrected figures in Column A (prior period) of the next report to be filed. Do not use negative figures in any of the columns. Note in the Comments section or on an additional sheet of paper that the data in Column A reflects changes from prior reports, so it will be clear that the current data is correct and not a mistake in transferring the data from Column C of the prior report. When an amended report is submitted, all pages are required (including an original signature).

**NO SUPPLEMENTAL REVENUE** – If your program has no supplemental revenue you may omit Sections V and VI by checking this box. If this box is not checked, you must submit Sections V and VI or this report will be considered incomplete and delinquent.

**SECTION V – SUPPLEMENTAL REVENUE:** Report all supplemental revenue including income such as Head Start, First 5 enhancement funds, other enhancement funds, donations from individuals, foundation grants, corporate grants, or other funds intended to pay for projects or benefits beyond the basic child development services for certified or commingled children.

**SECTION VI – SUPPLEMENTAL EXPENSES:** Expenses listed in this section are to include all expenses related to the income reported in Section V. CDE will not reimburse the contractor for any expenses reported on this page. For additional information, see instructions for Section IV, Reimbursable Expenses.

**NOTE:** To print all pages, select Print Entire Workbook under Print Settings. To print each page on one page, select Fit Sheet on One Page under Print Settings.

**NAME of CSPP Contractor**

E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA		Semi-Annual Reporting Form (From LEA to CDE)		
Categories of Spending	Amount spent in the first reporting period	Amount spent in the second reporting period	Total amount spent (Columns B + C)	
<b>1600: Certified Salaries</b>				
Increase in salaries	\$	\$	\$	\$
Release Time/Substitutes	\$	\$	\$	\$
Paid Pre-Service Day(s)	\$	\$	\$	\$
Professional Development/coursework reimbursement	\$	\$	\$	\$
Additional staff to reduce adult: child ratios	\$	\$	\$	\$
Additional staff to cover time for PLC/completing ASOs or other assessments	\$	\$	\$	\$
Other: Principal Facilitating PLC Process	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
<b>2000: Classified Salaries</b>				
Paid Pre-Service Day(s)	\$	\$	\$	\$
Other: PLC Sub Pay for Release Days	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
<b>3000: Benefits</b>				
Other: Mandatory Benefits for Above Salaries	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
<b>4000: Supplies</b>				
Other:	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
<b>5000: Travel/Equipment/Contractual</b>				
Travel	\$	\$	\$	\$
Equipment	\$	\$	\$	\$
Workshop conference/registration fee	\$	\$	\$	\$
Incentives/Teacher stipends	\$	\$	\$	\$
Contracted/Purchased Professional Development Services	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
<b>Other Spending Categories (not included in above category)</b>				
Indirect Costs	\$	\$	\$	\$
<b>Grand Total</b>	\$	\$	\$	\$

**CERTIFICATION:** I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print):	
Fiscal Contact Name and Title	Date

**Tab QRIS BG 1 - LEAD LEA'S DISBURSEMENT OF CSPP BLOCK GRANT AWARDS TEMPLATE**

Use the information from this tab to fill out Tab 2

Cell #1: Please enter the LEA's name

Column A: Please enter your contractor's name, as seen in the example provided

Column B: Please enter the contractor's vendor number

Column C: Please enter the total number of classrooms/sites/other rated at a Tier 4 and receiving a CSPP QRIS Block Grant Award

Column D: Please enter the award amount for each site/classroom rated at a Tier 4

Column E: Will prepopulate based on what you inputted in Columns C and D

Column F: Please enter the total number of classrooms/sites rated at Tier 5 receiving a CSPP QRIS Block Grant Award

Column G: Please enter the award amount for each site/classroom rated at a Tier 5

Column H: Will prepopulate based on what you inputted for Columns F and G

Column I: Will prepopulate based on what you inputted for Columns C and F

Column J: Will prepopulate based on what you inputted for Columns D and G together

**Tab QRIS BG 2 - CONSOLIDATED REPORT OF LEAD LEA'S DISBURSEMENT OF CSPP BLOCK GRANT AWARDS**

*NOTE: Due to CDE with Exp Rpt 1/Exp Rpt 2 - Final and QRIS BG 4*

In Column B (the section in darker green), please mark only the ones that apply

Please fill out all information requested in the Certification area

**Tab QRIS BG 3 - QUARTERLY REPORTING FORM from Contractors to Lead LEA**

Please enter the CSPP Contractor's Name (the section in blue)

Please enter the amount spent in the first reporting period in each of the relevant categories

In any of the columns where you enter something in the column marked OTHER, please specify what it is by typing it in the spending category

**Tab QRIS BG 4 - SEMI-ANNUAL REPORTING FORM from the Lead LEA to CDE**

*NOTE: Due to CDE with Exp Rpt 1/Exp Rpt 2 - Final and QRIS BG 2*

Please enter the number of contractors spending in the first reporting period for each of the relevant categories

Please enter the amount spent in the first reporting period in each of the relevant categories

Please enter the number of CSPP contractor contracts from CDE's CSPP and QRIS BG 2 reporting period of the reporting period in the reporting period of the reporting period. Please enter the amount spent in the reporting period of the reporting period. Please enter the amount spent in the reporting period of the reporting period.

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 15/16-3119 – Ratification Due to Emergency Carbon Monoxide Detector Alarm Closure of Morning Session of State Preschool Program at Lowell Elementary School

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Keely Orlando, Coordinator, Early Childhood Education Program

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 15/16-3119 authorizing the ratification due to the emergency carbon monoxide detector alarm closure of the morning session of the State Preschool Program at Lowell Elementary School.

**ITEM SUMMARY:**

An emergency condition did exist at Lowell Elementary School on Friday, May 6, 2016. The Carbon Monoxide detector alarm was activated, and indicated that all staff and students should evacuate and move to a fresh air environment.

**RATIONALE:**

An emergency condition did exist at Lowell Elementary School on Friday, May 6, 2016. The Carbon Monoxide detector alarm was activated, and indicated that all staff and students should evacuate and move to a fresh air environment. Children were dismissed as a safety precaution until District Building Services were able to investigate whether a leak existed. No leak was found and no children were harmed. The afternoon session continued as scheduled.

LCAP Goal 3: All students and staff will work in a healthy, safe and secure environment that supports learning.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 15/16-3119 authorizing the ratification due to the emergency carbon monoxide detector alarm closure of the morning session of the State Preschool Program at Lowell Elementary School

15/16 – 3119  
**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board for reduced days of operation or attendance due to emergency conditions as referenced on MA 10-09 to the California Department of Education.

---

RESOLUTION

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

---

authorizes entering into local agreement number/s 15/16-3119 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Stefanie P. Phillips, Ed.D.	Deputy Superintendent, Operations, CBO	
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 7<sup>th</sup> day of June 2016, by the Governing Board of Santa Ana Unified School District of Orange County, California.

I, Valerie Amezcua, Clerk of the Governing Board of Santa Ana Unified School District, of Orange, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said board at regular meeting thereof held at a regular a \_\_\_\_\_ public place of meeting and the resolution is on file in the office of said Board.

---

(Clerk's signature) 06/07/16  
(Date)

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 15/16-3120 Authorization of Amendment No. 5 to California State Preschool Program Contract CSPP-5322 for 2015-16 Program Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Keely Orlando, Coordinator, Early Childhood Education Program

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 15/16-3120 to authorize Amendment No. 5 to the California State Preschool Program Contract CSPP-5322 for the 2015-16 program year.

**ITEM SUMMARY:**

The California State Preschool Program Contract represents an increase to the CSPP budget as a result of the Budget Act 2015

**RATIONALE:**

The Amendment No. 5 to the California State Preschool Program Contract CSPP-5322 provides one-time-only start-up costs and pro-rated reimbursement for two new State Preschool classrooms at the following sites:

- Franklin (48 children)
- Remington (moving to Warwick Preschool Center, 48 children)

LCAP Goal 3: All students and staff will work in a healthy, safe and secure environment that supports learning.

**FUNDING:**

California Department of Education: \$174,242

**RECOMMENDATION:**

Adopt Resolution No. 15/16-3120 to authorize Amendment No. 5 to the California State Preschool Program Contract CSPP-5322 for the 2015-16 program year.

15/16–3120  
**RESOLUTION**

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. 15/16-3120 – Authorization of Amendment No. 05 to California State Preschool Program Contract CSPP-5322 for the 2015-16 program year.

---

RESOLUTION

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

authorizes entering into local agreement number/s  15/16-3120  and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Stefanie P. Phillips, Ed.D.	Deputy Superintendent, Operations, CBO	
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS  7<sup>th</sup>  day of  June  2016, by the Governing Board of  Santa Ana Unified School District  of  Orange  County, California.

I,  Valerie Amezcuca , Clerk of the Governing Board of  Santa Ana Unified School District , of  Orange , County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said board at  regular  meeting thereof held at a regular a  \_\_\_\_\_  public place of meeting and the resolution is on file in the office of said Board.

_____ (Clerk's signature)	<u> 06/07/16 </u> (Date)
------------------------------	-----------------------------





**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 15 - 16**

**Amendment 05**

**DATE:** July 01, 2015

**CONTRACT NUMBER:** CSPP-5322

**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM

**PROJECT NUMBER:** 30-6667-00-5

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Expansion Start-Up

**CONTRACTOR'S NAME:** SANTA ANA UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2015 designated as number CSPP-5322 and Amendment #01 (15/16 CSPP Expansion /Start-Up) and Amendment #02 (Application Change) and Amendment #03 (Budget Act/Rate Increase) and Amendment #04 (Release Remaining Expansion and MDO/Start Up Changes) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$3,700,434.00 and inserting \$3,874,676.00 in place thereof. Within the MRA the allowable Start-up cost shall be \$164,944.00.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$38.53. (No change)

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 96,040.0 and inserting 100,563.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 202. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contracts, Purchasing and Conference Services		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 174,242	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 3,700,434	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,874,676	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-5322

# Amendment 05

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6667	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6667	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 174,242	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 3,700,434	(OPTIONAL USE)0656 23038-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,874,676	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.  SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of American Sign Language 1 Course for High School Students

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the American Sign Language 1 course for high school students.

**ITEM SUMMARY:**

The new Sign Language course will increase opportunities for high school students to meet A–G and the Seal of Biliteracy requirements upon graduation.

**RATIONALE:**

The purpose of American Sign Language 1 (ASL) is to gain a basic understanding of the language and cultural norms of the American Deaf population. In this first year of the program, the goal of this course is to take students with little or no knowledge of ASL and deaf culture and provide them with the skills needed to communicate comfortably in a wide variety of situations in the deaf community. The skills to be learned include language expression and reception, use of proper ASL grammar, reading, and writing in ASL "gloss", critical thinking, and empathy.

LCAP Goal 2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the American Sign Language 1 (ASL) course for high school students.

## **Course Outline for American Sign Language 1:**

**Department:** World Languages

**Course Title:** American Sign Language Grade level: 9-10

**Credits:** 5 credits per semester (offered 2 semesters per year)  
E credit.

**Prerequisites:** None

**Course Description:** The purpose of American Sign Language 1 is to gain a basic understanding of the language and cultural norms of the American Deaf population. In this first year of the program, the goal of this course is to take students with little or no knowledge of ASL and Deaf Culture and provide them with the skills needed to communicate comfortably in a wide variety of situations in the Deaf community. The skills to be learned include language expression and reception, use of proper ASL grammar, reading and writing in ASL "gloss", critical thinking, and empathy.

### **Language Goals and Objectives of American Sign Language (ASL) 1:**

1. Reception: Students will
  - Demonstrate good comprehension of a short conversation or story
  - Describe the characters, situation, and actions after viewing a video clip
  - Accurately respond to questions after viewing a video tape segment
  - Discriminate between the different hand-shapes, palm orientations, movements, locations, and non-manual signals of ASL
2. Production: Students will
  - Sign responses in dialogues as naturally as possible
  - Answer questions that show comprehension of what was asked
  - Prepare and give a speech/presentation on a given topic
  - Have a comprehensive impromptu conversation on a given topic
  - Sign the alphabet fluently
  - Participate effectively in class discussions and conversations
  - Demonstrate the ability to initiate a conversation and pose a question
  - Prepare and conduct interviews with other ASL students
  - Talk about themselves using the correct grammatical structure and vocabulary presented in each unit
3. Proper Grammar: Students will
  - Demonstrate an understanding of the grammar of ASL, and its historical connection to old French, through the correct use of the language during all presentations and conversations
  - Identify correct topic-comment sentence structure
  - Demonstrate the difference between different types of questions
  - Explain the difference between the delivery of a noun and its verb counterpart
  - Sign both directional and non-directional verbs
  - Recognize conditional components of a sentence

4. Reading "Gloss": Students will
  - Demonstrate an understanding of the written form of ASL by signing what is read
  - Identify correctly and incorrectly used coded markers given in a set of circumstances
  - Discriminate between similar coded markers of the implied meaning
  - Writing "Gloss": Students will
  - Write basic dialogues
  - Write accurate dictations in coded/glossed ASL and conversational English translations
5. Critical Thinking: Students will
  - Expand abilities in writing, reading, receiving, and delivering information using comparison and contrast, analysis, evaluation, and creation
6. Empathy: Students will
  - Demonstrate an understanding of the common difficulties of being deaf as well as ways to overcome them
  - Demonstrate an ability to interact empathetically with the Deaf community, as opposed to sympathetically, by practicing open-access communication

American Sign Language 1 will focus on basic language reception and production, proper grammar, reading and writing in "gloss", critical thinking, and empathy. It will also introduce the students to major cultural and historical aspects of the American Deaf. As with any other language, participation is mandatory, and students will be expected to practice outside of class.

### **Context for Course**

**American Sign Language 1** is the first course in a proposed 3 year continuum with the purpose of learning ASL as a second language. In this first year of the continuum, the first and foremost goal is to bring students unable to communicate in ASL to a basic level of communicative competency. The program is designed to promote interaction in ASL with the teacher and among students. The aim is to take students with little or no knowledge of ASL and Deaf Culture and provide them with the skills needed to communicate comfortably in a wide variety of situations in the Deaf community. Cultural information taught throughout the class allows students to interact with the Deaf community in a way that is respectful and aware. The curriculum and the lessons meet the five areas of Communication, Cultures, Connections, Comparisons and Communities outlined by the American Council on the Teaching of Foreign Languages (ACTFL) as well as support the World Language Content Standards for California Public Schools.

**Key Principles:** The key principles which guided the development of this course and are on the forefront of its design are:

- The teacher uses the target language(ASL) fluently and appropriately at all times in the classroom
- The goal of language teaching is enabling the learner's ability to communicate in the target language
- The content of a language course includes semantic notions and social functions, not just grammatical structures
- The course is highly interactive: Students work regularly in pairs or groups to transfer or negotiate meaning in situations where one person has information that the other needs

- Culturally appropriate behaviors, key to effective communication in ASL and in the Deaf community, are emphasized, taught and practiced throughout the course

## **METHODS: Instructional Methods/Strategies: ASL 1**

There are multiple research-based instructional strategies that are incorporated within the teaching of the American Sign Language Level 1 course of study which focus on supporting students' ASL acquisition skills. The following is a summary of the instructional methods and strategies employed in the instructional delivery of the lessons taught in ASL Level 1:

**Fingerspelling:** This is used as a daily warm up tool. Individually or in pairs, students practice the vocabulary they have learned in the current unit using this, most basic, skill in ASL—fingerspelling. These exercises include spelling words with dual vowels, such as “ae,” words with double letters, number practice—both cardinal and ordinal, downward facing letters, etc.

**Vocabulary building:** As ASL is a visual-gestural language, vocabulary instruction includes utilizing gestures, pictures, synonyms, antonyms and signed descriptions to build vocabulary and maximize retention. Through employing these strategies and methods, students will grow their personal ASL lexicon and become more proficient “speakers” of ASL.

**Student Presentations:** Student presentations are an essential part of instruction and evaluation in ASL 1. Students will provide informal and formal presentations to the class. Formal presentations are video recorded to allow for valuable self evaluation for students, and assessment purposes for teachers. Grading/scoring of presentations is elaborated upon in the “Assessments” section of this course proposal.

**Student Collaboration:** To assist them in practicing and retaining ASL skills, students frequently work in groups to practice dialogue and prepare group presentations. Students rotate partners and are assigned explicit tasks to complete based upon the theme and topics, as well as the vocabulary taught, in each unit.

**Hands-on Experience:** To understand and promote empathy for Deaf people and how they interact on a day-to-day basis with society, students will be provided with opportunities within the course of study to interact with Deaf individuals or as Deaf people do. Activities can include, but are not limited to: Class guest signers, “Deaf for a Day,” and attending Deaf community events.

**MATERIALS USED IN TEACHING THE COURSE:** The course of study for American Sign Language 1 utilizes the *Signing Naturally, Level 1* text by Lentz, Mikos and Smith published by Dawn Sign Press. This program incorporates engaging and interactive activities which provide real-life contexts for language learning and expression using ASL. Specific ASL skills are

supported through the contextual incorporation of literature and expository texts with the goals of supporting

- Comprehension
- Reception
- Production/Expression

The *Signing Naturally, Level 1* text is divided into six units, including a short, introductory pre-unit on American Deaf Culture. Each unit includes reading selections, homework, classroom signing activities and exercises, grammar activities, along with communicative and vocabulary development that allow students to engage in collaborative conversations, dialogues and presentations reflective of the theme of each unit using the signs and markers taught in that unit. Supplemental materials may be used to enhance the learning of grammar and themes as needed.

## **EVALUATION:**

### **Assessing and Evaluating Expressive Skills: Speaking/Signing in ASL**

Expressive skills are evaluated and assessed formatively and summatively through a variety of activities, assignments and key student presentations in each unit. Both teacher and students are integrally involved in the process of evaluating progress and assessing levels of mastery of ASL

**Formative Assessments:** Presentations of scripted conversations and responses to conversations executed in front of the class are performed as part of daily activities in ASL 1. As students demonstrate the scripted conversations, teacher and students provide valuable, on-the-spot feedback in the form of correcting vocabulary, grammar and non-manual signals of signers to students, and provides the teacher with timely information about targeted skills taught in that unit which may need to be re-taught or reinforced.

Other types of formative assessments employed in the American Sign Language (ASL) 1 course of study are:

- Observations during in-class activities; of students verbal and non-verbal feedback during a lesson
- Homework exercises as review for exams and class discussions
- Reflection journals chronically students' signing experiences outside of class and responses to reading selections from the units that are reviewed periodically during the semester
- Question and answer sessions, both formal/planned and informal/spontaneous
- Conferences between the instructor and student at various points in the semester
- In-class activities where students informally present their results, ideas, answers and opinions
  
- Content of collaborative conversations conducted in class

- Verbal answers to text-dependent questions posed in class—although verbal responses will decrease as students progress in the continuum, and they will be expected to answer using ASL

- Student feedback collected by

-Periodically answering specific questions about the instruction through workbook assignments

-Self-evaluations of performance and progress

**Summative assessments:** Summative assessments are evaluations used to measure student growth after instruction. Summative assessments are like formative assessments inasmuch as they provide teachers with valuable information about student progress towards mastering targeted and taught skills. They differ from formative assessments, which are done on the spot as part of classroom daily activities. Summative assessments are cumulative in nature and include assignments, quizzes and exams which are part of the grading process. Examples of summative assessments in the ASL classroom include

- Written responses to reading selections

-Summaries

-Reflections

- Short research papers on topics and individuals important to the Deaf Culture and Community
- Short, written “glossed” responses to ASL video presentations and teacher demonstrations
- Responses in ASL to video presentations and teacher demonstrations
- Presentations of

-Selected short, scripted narrative conversations

-Responses to or translations of short written “glossed” conversations in ASL

-Cumulative unit project narratives (skits, autobiographies, childhood stories, etc.)

Students will be well-informed about the activities and assignments in each unit which will serve and be evaluated as summative assessments and utilized to calculate their grades.

Summative assessments, of unit narrative presentations, are evaluated based upon an established rubric. During the presentation, students are evaluated using the following rubric on these weighted elements:



## Presentation Rubric for ASL 1

Literary Element	Expressive Skills Evaluated (Scored from 0 to 4)	Weighted Score
Background	Opening phrase is appropriate	(1 – 4) x 1
	Relevant information is provided	(1 – 4) x 2
	Clear transitions are used	(1 – 4) x 1
	Word Order for discussing objects is appropriate	(1 – 4) x 3
Body	One or Two-person role shifts were executed well and consistently	(1 – 4) x 3
	-Reactions were well-timed and appropriate	(1 – 4) x 3
	Other transitions and modified verbs used correctly	(1 – 4) x 2
Conclusion	Clear transitions are used	(1 – 4) x 1
	Ending comment(s) is/are appropriate	(1 – 4) x 1
Delivery	Signs are clearly and correctly articulated	(1 – 4) x 3
	Eye contact with audience maintained	(1 – 4) x 1
Cohesion	Amount of details are appropriate	(1 – 4) x 2
	Meaning conveyed clearly	(1 – 4) x 2

A student can score from 1 to 4 on the quality and accuracy of his/her presentation of each of the aforementioned elements.

### **1 = Needs Work**

Many errors in basic vocabulary signs and fingerspelling. Errors in grammatical structure often interferes with comprehension of the message student is trying to convey.

### **2 = Emerging**

Some errors in basic vocabulary signs, fingerspelling and use of facial markers. There are occasional errors in grammatical structure, but student is able to sufficiently utilize signing skills to get a general meaning of the message across to the “listener.”

### **3 = Good/Proficient**

Occasional errors in vocabulary signs, fingerspelling and use of facial markers and few errors in grammatical structure. Student is able to effectively utilize signing skills to get the overall meaning of the message across to the “listener.”

### **4 = Very Good**

Very few to no errors in vocabulary signs, fingerspelling and use of facial markers and few to no errors in grammatical structure. Not only is student is able to effectively utilize

signing skills to get the overall meaning of the message across to the “listener,” he/she is able to truly engage the audience.

As illustrated on the rubric, each item evaluated and scored on this 1 to 4 scale is “weighted” based upon its importance in effectively and accurately expressing and comprehending ASL.

**Assessing and Evaluating Receptive/Comprehension Skills: Reading, Writing and Listening:** As ASL is a visual-gestural language, students’ receptive skills are evaluated and assessed regularly as part of daily activities and their ability to express the answers to comprehensive questions posed in ASL in response to videos, teacher presentations and student presentations. Both teacher and students are integrally involved in the process of evaluating progress and assessing levels of mastery of receptive skills of ASL. The following are examples of activities and strategies used in assessing receptive “listening” skills in ASL 1:

- **Correctly following directions given in ASL**—Students are asked in the target language to complete simple tasks and are informally assessed on how well they can complete the tasks. (e.g., “Please close the door” or interpreting a phone call from a parent or the front office)
- **Demonstrating comprehension of fingerspelled words within the context of a sentence** --Students use configuration, closure, and context to read fingerspelled words at a natural pace in a sentence or conversation
- **Following correct etiquette in Deaf Culture situations**—Students maintain a Deaf friendly environment in the classroom by always conducting culturally appropriate introductions, opening conversations, ending conversations, getting someone’s attention, etc.
- **Student classroom presentations:** These are in the form of dialogues, interactions, skits, and short stories required to be produced in ASL which students are expected to demonstrate comprehension by responding appropriately in ASL.

Students’ ASL receptive skills will be evaluated using a four point rubric:

### **Receptive Skills Rubric breakdown of scoring**

#### **1 = Unsatisfactory/Needs Work**

Student indicates uneven understanding of some main ideas, facts and details of what was signed. Is only able to understand or pick up a few of the signs and/or fingerspelled words, but is unable to provide a response in ASL which clearly indicates an understanding of the entire message or text presented.

#### **2 = Emerging**

Student indicates a basic level understanding of main ideas, facts and most details of what was signed or fingerspelled. Some misunderstanding may occur, but student is able to demonstrate an overall understanding of the meaning conveyed.

### **3 = Proficient/Good**

Student indicates understanding of most concrete and some abstract and complex concepts signed. Can follow the signer's intent and perspective to make appropriate inferences. Occasional misunderstandings may occur.

### **4 = Outstanding**

Student indicates a strong and consistent understanding of all concrete and most abstract and complex concepts signed. Can follow the signer's intent and perspective to make appropriate inferences, and is prompt to consistently correctly respond to questions posed.

### **Reading and Writing: Non-ASL**

Throughout the six units of ASL 1 there are some short, non-fiction reading passages which students will be reading and responding to in writing. These reading passages, and the reflective writing assignments associated with them, provide students with background knowledge of Deaf Culture and the contributions of important individuals in the Deaf community. They support the course goal of increasing knowledge about Deaf Culture and fostering empathy for the Deaf Community. As such, they are assessed as a measure of evaluating students' comprehension of the texts read.

Assessment of student traditional writing in ASL 1 will be evaluated using the following four point rubric:

### **Traditional Writing Rubric breakdown of scoring**

#### **1 = Unsatisfactory/Needs Work**

Theme of the prompt may or may not be addressed. Contains few details to support thesis, or details provided are confusing or disjointed from the topic. Contains mechanical errors that detract from content and meaning. Grammar/usage errors very noticeable. Punctuation missing. Frequent spelling errors.

#### **2 = Emerging**

Prompt is addressed and thesis with limited details to support is evident. Contains some mechanical errors that do not detract from content. Usage problems distort meaning but readable to a sympathetic reader. Punctuation and spelling usually correct or reasonably phonetic.

### **3 = Proficient**

Prompt is addressed and thesis is clear with sufficient details to support. Writing is generally free of mechanical errors. Most grammar and usage is correct. Punctuation is usually accurate. Minor corrections needed

### **4 = Outstanding**

Prompt is addressed and thesis is clear with sufficient and often insightful details. Evidence of higher level thinking skills and figurative language may also be present. Writing is grammatically correct and uses vocabulary accurately. Free of mechanical errors. Excellent grasp of writing mechanics and writing is complex.

### **Reading and Writing: ASL “Glossing”**

When it comes to assessing reading and writing in ASL, it is simply not possible to draw a direct parallel with traditional notions of reading and writing. The closest parallel to reading and writing in ASL is “glossing.” Glossing is not a direct translation. In general terms, glossing is a description, or summary, of what was signed including signs used, important body language, facial expressions and accepted glossing symbols.

Over the years, a number of writing systems have been developed and proposed for ASL, but none of them have actually achieved “official” status. And while there is no official written form of ASL, as part of the course curriculum, students will be taught some basic, universally-accepted written symbols used in glossing. The following are the goals and objectives for students to demonstrate their mastery of ASL receptive skills through reading and writing “glossing”:

Reading "Gloss": Students will be assessed on their ability to

- Demonstrate an understanding of a sample written form of ASL by signing what is read
- Identify correctly and incorrectly used coded markers given in a set of circumstances
- Discriminate between similar coded markers of the implied meaning

Writing "Gloss": Students will be assessed on their ability to

- Write basic dialogues
- Write accurate dictations in coded/glossed ASL and conversational English translations

Students will be scored on the familiar 1 – 4 scale on their level of ability to meet these glossing goals and objectives:

**1 = Unsatisfactory/Needs Work**

**2 = Emerging**

**3= Good/Proficient**

**4 = Outstanding**

Initially, there are some activities where students respond in traditional writing to what has been presented in ASL to assess their level of understanding. However, as students matriculate through the continuum, the assessing of the mastery of their receptive skills will more frequently be based upon the evaluation of the accuracy of the answers they provide, in ASL, to questions posed in daily lessons or in summarizing video presentations or teacher demonstrations.

### **Grading Scale**

Grades will be calculated based upon an average score of work and presentations assigned and completed during the course of study. Six-week progress reports will be assessed and recorded. Final semester grades are cumulative.

As the majority of formative and summative assignments are presentation-based and the rubrics for presentation/expression, receptive skills, writing and glossing are based upon a four point scales, the letter grades for the six week progress reports and the final semester grades will be established utilizing the College Board's recommended scale for calculating grades based upon a four-point grading system:

#### **Letter Grade 4.0 Scale**

<b>A+</b>	<b>4.0</b>
<b>A</b>	<b>4.0</b>
<b>A-</b>	<b>3.7</b>
<b>B+</b>	<b>3.3</b>
<b>B</b>	<b>3.0</b>
<b>B-</b>	<b>2.7</b>
<b>C+</b>	<b>2.3</b>
<b>C</b>	<b>2.0</b>
<b>C-</b>	<b>1.7</b>
<b>D+</b>	<b>1.3</b>
<b>D</b>	<b>1.0</b>
<b>F</b>	<b>0.0</b>

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of High School Film, Literature & Composition Course Textbook

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Edward Winchester, Executive Director, Secondary Education

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the high school Film, Literature & Composition Course Textbook. The Film, Literature & Composition course textbook has gone through the selection, adoption, and 28-day review process.

**ITEM SUMMARY:**

The Film, Literature & Composition Course will be piloted at Chavez, Santa Ana, and Valley high schools.

**RATIONALE:**

The digital component of *The Film Experience: An Introduction*, 4<sup>th</sup> Edition by Timothy Corrigan and Patricia White (Bedford/St. Martin's & Macmillan Education) is well aligned to the objectives of the newly approved senior English course, Film, Literature, and Composition.

The blended course, which will be piloted at three high schools, Chavez, Santa Ana, and Valley, during the 2016-17 academic year, was developed by a team of English teachers from the piloting schools who reviewed possible textbooks and ultimately selected *The Film Experience: An Introduction* for the following reasons:

- The current edition was published in 2015, ensuring that the material is up-to-date and relevant.
- The digital component combines high-quality multimedia content with activities that provide students with immediate feedback, and it is compatible for use with SAUSD's learning management system, Canvas. The other textbook does not include a digital component.
- The course development team unanimously preferred the content and organization of this textbook over the alternative.

LCAP Goal 1.1: Provide equitable student access to a rigorous, standard-based, instructional program that includes, but is not limited to high-quality instruction, instructional materials, academic supports, and technology-based resources.

**FUNDING:**

Discretionary Funds: \$22,043

**RECOMMENDATION:**

Approve the high school Film, Literature & Composition Course Textbook.

**TEXTBOOKS ADOPTION FOR FILM, LITERATURE & COMPOSITION**

**BOARD MEETING: June 7, 2016**

DEPT/COURSE	RECOMMENDED CORE TEXTS	TYPE OF ADOPTION
	High School	
English/ Film, Literature & Composition	CM LaunchPad for <i>The Film Experience: An Introduction</i> by Timothy Corrigan and Patricia White, fourth edition. Copyright 2015 by Bedford/St. Martin's. MacMillan Education, publisher. ISBN 1-319-09645-X	Basic
	Instructor's Resource Manual for <i>The Film Experience: An Introduction</i> by Timothy Corrigan and Patricia White, fourth edition. Copyright 2015 by Bedford/St. Martin's. MacMillan Education, publisher. ISBN 1-457-68584-1	Basic
	<i>The Sorrow of War: A Novel of North Vietnam</i> by Bao Ninh. Copyright 1990 by Hội nhà văn. Riverhead Books, publisher. ISBN: 1-573-22543-6	Basic



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Agreement between Educational Solutions and Results and Santa Ana High School for July 1, 2016 through June 30, 2017**

**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 Educational Solutions and Results and Santa Ana High School for July 1, 2016 through June 30, 2017. Educational Solutions and Results will provide coaching to Santa Ana High School's site leaders, which is the professional development focus that will include keen attention to understanding what it means to be a highly successful educational leader.

**ITEM SUMMARY:**

- 2<sup>nd</sup> Year using Educational Solutions and Results.
- Cost - \$40,000
- Professional development support for all site administrators

**RATIONALE:**

While on the campus, at Santa Ana High School, Education Solutions and Results will provide leadership learning opportunities that will take on several modalities such as:

- Discussions with the principal.
- Discussions with the entire site leadership.
- Learning sessions.
- Relationship building.
- Building efficacy.
- Creating capacity.
- Working toward sustainability.
- Use of data as a foundation for decision-making.
- Decision-making within the data process.
- Applying a comprehensive, continuous improvement cycle.
- Maintaining a focus on all aspects of instruction.

This course supports LCAP goal 1.1 “Provide equitable student access to a rigorous, standards-based, instructional program.”

**FUNDING:**

Site Discretionary Funds: \$40,000

**RECOMMENDATION:**

Approve the agreement between Educational Solutions and Results and Santa Ana High School for July 1, 2016 through June 30, 2017.

LP:sz

**Sara Nan Woodson/Education Solutions & Results**  
**and Santa Ana High School**  
**Contract for School Year 2016 – 2017**

Item	Description, Explanation, Dates
<p><b>July 1, 2016 – June 30, 2017</b></p> <p><b>Focus</b></p> <p><b>Objectives</b></p>	<p style="text-align: center;"><b>July 2016 – June 2017 - Professional Development</b></p> <p>Sara Nan Woodson, consultant, will continue to support Santa Ana High School during the upcoming school year:</p> <p><b>Focus:</b>  Professional development support will be focused for all site administrators including the principal and assistant principals, activities director, and teaching staff.</p> <p><b>Objectives:</b></p> <ul style="list-style-type: none"> <li>✓ Coaching site leaders as a means to improve student achievement is a recognized, research-based, effective means of professional development. Coaching the site leaders at SAHS is the PD focus that will include keen attention to understanding what it means to be a highly successful educational leader.</li> <li>✓ While on the campus at SAHS, leadership learning opportunities will take on several modalities such as: <ul style="list-style-type: none"> <li>• Discussions – 1:1 with the principal, Mr. Jeff Bishop</li> <li>• Discussions – With the entire site leadership</li> <li>• Learning sessions when increasing understanding of highly effective leadership actions and decisions will be the content to include these topics: <ol style="list-style-type: none"> <li>a. relationship building, establishing trust</li> <li>b. building efficacy</li> <li>c. creating capacity</li> <li>d. working toward sustainability</li> <li>e. use of data as a foundation for decision-making: MAP data along with a host of other relevant and important data that confirms what students know, understand, and are able to do</li> <li>f. decision-making within the data process (steps)</li> <li>g. applying a comprehensive, continuous improvement cycle</li> <li>h. maintaining a focus on all aspects of instruction: lesson planning, delivery of content, assessing student knowledge and understanding, motivating learners, classroom management, use of differentiation to reach all students, acceptable and effective techniques for reaching the ELL students,</li> </ol> </li> </ul> </li> </ul>

monitoring integrity to approved curriculum and defined student objectives and outcomes, working with department chairs and other teacher-leaders to ensure that all teachers are recipients of ongoing, rich instructional support, per district non-negotiable, the site administrators will conduct effective compelling conversations so leadership coaching will include support during the compelling conversations; coaching will continue in guiding the site leaders to conduct regular, ongoing, and effective walk through observations for the purpose of collecting observational data (also known as cause data) about the instruction taking place in all classrooms with all students.

Learning walks support/training/coaching will also address how to accurately assess what the learners are doing: the levels of cognition, complex thought, application of problem solving, making connections, project-based learning and rigor.

- i. Other topics during on-site coaching discussions, sessions, and demonstrations will address addressing the parent component related to establishing successful communication and ensuring an effective partnership with this important element of every high school community. Emphasis will be placed on modes of communication, frequency, content of communication, and how to invite more parents to be actively involved in decision-making at SAHS.
- j. Successful high schools pay attention to school culture so coaching, support sessions will address aspects of culture – what is working, what is not working, what to establish that isn't currently being implemented.

## Strategy Study

Professional Development support for classroom teachers to include the following actions:

**1. Strategy Study:** small groups of teachers who volunteer to take part in this learning opportunity, will meet to discuss highly effective instruction and learning which includes but is not limited to the following:

lesson planning – discussion around district curriculum, standards, planning templates, identification of key expectations for students (learning)

highly-effective, research-based, instructional strategies (actions of the teacher) – which include 8 highly effective practices for weaving vocabulary throughout a lesson, mind-mapping/visible learning (John Hattie's key research), and key actions identified by Eric Jensen focusing around students of poverty and key implications, and metacognition

observation of a live-lesson OR discussion around a video-taped lesson whereby those teachers involved in the strategy study provide key feedback to colleagues

teachers involved in this learning opportunity will develop a thesis around a key strategy which they will then implement and gather data as to whether the strategy was implemented with fidelity as well as whether the strategy had a positive impact on student learning

**2. Metacognition (thinking about thinking):** will be offered for some teachers representing different content areas. Teachers who participate in sessions around metacognition learn HOW to teach students HOW to think through explicit modeling opportunities.

<p><b>Process</b></p> <p><b>Monitoring</b></p> <p><b># Days and Budget</b></p> <p><b>Dates</b></p>	<p><b>3. Mindset</b> – SAHS administrators will learn about the four types of mindsets based on Eric Jensen’s research as presented in Poor Students Rich Teaching. Administrators will then support SAHS staff members as they learn more about the mindsets and address key issues as they teach students of poverty.</p> <p><b>Process:</b></p> <ul style="list-style-type: none"> <li>• Based on a discussion for planning professional development with Mr. Jeff Bishop, all professional development sessions and dates will be determined and placed on the calendar and communicated to all site leaders/administrators and staff.</li> <li>• Site visits will be scheduled (times) and held on the SAHS campus.</li> <li>• Some sessions, based on identified need and outcomes, will be full-days while others will be half-days.</li> <li>• Identification of specific outcomes and objectives will be identified for each site visit/coaching session and upon conclusion of each site visit, a summary will be created capturing what was accomplished, recommended actions to implement, and next steps.</li> </ul> <p><b>Monitoring:</b></p> <ul style="list-style-type: none"> <li>• At the conclusion of each site visit/PD session, a summary will be written to identify what took place during the coaching PD and may include recommendations for next steps, application of certain behaviors and actions as well as follow-up with any articles or print resources.</li> <li>• A focus on monitoring implementation and monitoring effectiveness will be realized.</li> </ul> <p><b>Total Days:</b> NOT to exceed a total of 20 days (or a combination of whole and half-days). NOT to exceed a total of \$40,000.</p> <p><b>Dates will be selected no later than July 1, 2016</b></p>
<p><b>District Support and Materials</b></p>	<ul style="list-style-type: none"> <li>• The school will receive all handouts and presentation materials in advance of the professional development/support and will be responsible for preparing copies for all session participants.</li> <li>• Additional supplies will be on hand: chart paper, white board, markers, post-it notes, etc.</li> </ul>
<p><b>Fees/Budget</b></p>	<p>✓ \$2000 per day (\$1000/half day) not to exceed a total of \$40,000.</p>
<p><b>Cancellation</b></p>	<ol style="list-style-type: none"> <li>1. The school agrees if they cancel a scheduled, professional development session within 15 days prior to a scheduled date, they will reschedule.</li> <li>2. If the school cancels any scheduled, professional development session within</li> </ol>

	<p>14 days prior to a scheduled date without rescheduling future dates, they agree to pay the contracted fees for the cancelled PD day(s).</p> <p>3. By signing this contract, the consultant agrees to fulfill this contract with Santa Ana High School in the Santa Ana Unified School District, CA.</p>
<p><b>Payments to Consultant/Vendor</b></p>	<ul style="list-style-type: none"> <li>✓ Payment for services and support will be due at the conclusion of each of the series or individual professional development support days as established in the contract.</li> <li>✓ A Purchase Order will be created within 24 hours after the completion of services with a check issued and sent to:</li> </ul> <p><b>Sara Nan Woodson/Education Solutions and Results, LLC</b>  <b>FEIN# 26 3909541</b>  <b>22600 East Long Drive</b>  <b>Aurora, CO 80016</b></p>

## Agreement and Signatures

**Sara Nan Woodson**

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**School Site Administrator Authorization and Approval**

Principal Signature:  \_\_\_\_\_ Date: 5/13/16

**District Authorization and Approval (BOE)**

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**               **Approval of Agreement between CollegeBoard and Santa Ana Unified School District 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 approval of the agreement between the CollegeBoard and Santa Ana Unified School District for the 2016-17 school year.

**RATIONALE:**

CollegeBoard will provide the College Ready and Success System to sophomore and junior students. The program will provide the PSAT/NMSQT early to expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process.

The CollegeBoard will provide:

- PSAT/NMSQT test materials.
- Student Paper Score Report.
- Student Online Score Report, delivered via the College Board website.
- Access to official SAT Practice on Khan Academy.
- School online access to individual student score reports and aggregate score reports.
- School online access to AP Potential.
- The Official Educator Guide.

This agreement supports LCAP goal 1.1 “Provide equitable student access to a rigorous, standards-based, instructional program that includes, but is not limited to high-quality instruction, instructional materials, academic supports, and technology-based resources” and LCAP goal 1.2 “Implement progress monitoring (growth) assessments for all academic programs.”

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"> <li>• Cost: \$76,263</li> <li>• Schools administering the PSAT/NMSQT: Century, Godinez Fundamental, Middle College, Saddleback, Santa Ana, Segerstrom, and Valley high schools.</li> </ul>



**FUNDING:**

Educational Services Discretionary Funds: \$76,263

**RECOMMENDATION:**

Approve the agreement between the CollegeBoard and the Santa Ana Unified School District for the 2016-17 school year.

LP:sz

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00015873**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (the "Agreement"), is made as of this **May 18, 2016** ("Effective Date"), by and between Santa Ana Unified School District ("Client") and the College Board (the "College Board").

**WHEREAS**, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services & Deliverables.** The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, the parties agree such Deliverables shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of July 1, 2016 and, unless sooner terminated as provided herein, will expire on June 30, 2017 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall: (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

**2.2.3 Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2016-2017 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is

exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

## **5.0 Representations and Warranties.**

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## **9.0 Miscellaneous.**

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not

limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in [Section 9.1](#) (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "**Force Majeure Event**"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New York County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**  
K-12 Contract Management

The College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Contractsmanagement@collegeboard.org

**With a copy to**  
Legal Department

The College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Legalnotice@collegeboard.org

**To Client:**

Lucinda Pueblos  
Assistant Superintendent  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701  
Tel: (714) 558-5501  
Email: lucinda.pueblos@sausd.us

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and [Section 9](#) (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party

against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

**SANTA ANA UNIFIED SCHOOL DISTRICT****THE COLLEGE BOARD**

---

Signature

Lucinda Pueblos

---

Name

Assistant Superintendent

---

Title

---

Date

---

Signature

Cyndie Schmeiser

---

Name

Chief, Assessments

---

Title

---

Date

PSAT/NMSQT: Fall 2016

**PSAT/NMSQT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT<sup>®1</sup> assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

**II. DELIVERABLES**

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools):

**A. Description of Services and Deliverables.****1. School and Student Deliverables:**

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™
- g. The Official Educator Guide

**2. Client Deliverables:**

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

The test shall be administered on October 19, 2016. The alternate test administration is on November 2, 2016.

**3. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

**4. Required Information.** The Client shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 16, 2016**. Schools without a valid high school code must submit a high school request form by **August 26, 2016**.

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

---

<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



### III. PSAT/NMSQT TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, , and the publications and reports described in Section I (Background), including all copyrights, trademarks<sup>3</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

**2. PSAT/NMSQT Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

**3. Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	HIGH SCHOOL CODE
Century High School	053249
Godinez Fundamental High School	054150
Middle College High School	053258
Saddleback High School	053242
Santa Ana High School	053235
Segerstrom High School	054018
Valley High School	053243

### V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of the Client, and the assessment(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools<sup>2</sup> to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch Percentage	Suite Pricing (All Three Assessments)	Two Assessments and/or Grades	Single Assessment and/or Grade
< 25%	\$11.00	\$12.00	\$14.00
≥ 25% and < 50%	\$10.50	\$11.50	\$13.00
≥ 50% and < 75%	\$9.50	\$11.25	\$12.75
≥ 75%	\$9.00	\$11.00	\$12.50

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an

<sup>2</sup> The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



opportunity to adjust and review the enrollment in the fall to determine their final fee.

**2. Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2016**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$15.00 per student.

**3. Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

**4. Unused Tests.** An unused test fee of \$4 per booklet will be charged if unused by a school is calculated to be greater than 20% of their total test books ordered. However schools that use at least 80% of the tests ordered will not incur an unused test fee. Additionally Participating Schools will not incur unused test fees for contracted grade(s); however, unused test fees will apply for all other grades.

**VI. CLIENT CONTACT INFORMATION**

	Primary <sup>3</sup>	Data Recipient <sup>4</sup>	Billing <sup>5</sup>	Bulk Registration (optional) <sup>6</sup>
Name:	Lucinda Pueblos	Tran Keys	Tim Peck	Brandi Augenstein
Title:	Assistant Superintendent K12 School Performance and Culture	Executive Director, Research and Evaluation	Business Manager	
Address:	1601 East Chestnut Avenue	1601 East Chestnut Avenue	1601 East Chestnut Avenue	1601 East Chestnut Avenue
City/State/Zip:	Santa Ana, California 92701-6322	Santa Ana, California 92701-6322	Santa Ana, California 92701	Santa Ana, California 92701-6322
Phone:	(714) 558-5501	(714) 558-5850	(714) 558-5695	(714) 558-5584
Email:	lucinda.pueblos@sausd.us	tran.keys@sausd.us	tim.peck@sausd.us	brandi.augustine@sausd.us

<sup>3</sup> This is the person to whom the College Board should direct primary communications.

<sup>4</sup> This is the person to whom the College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

<sup>5</sup> This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>6</sup> This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2016	June 30, 2017	3255	15	\$48,825.00	\$13,020.00	\$35,805.00
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2016	June 30, 2017	3678	15	\$55,170.00	\$14,712.00	\$40,458.00

Subtotal: \$103,995.00  
 Total Discount: \$27,732.00  
 Total Cost: \$76,263.00

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Agreement between Latino Film Institute Youth Cinema Project and Santa Ana High School for Period of June 8 through August 1, 2016**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**

**PREPARED BY:** **Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between Latino Film Institute Youth Cinema Project and Santa Ana High School for the period of June 8 through August 1, 2016. The Latino Film Institute will provide the Youth Cinema Project for the 2016 summer program providing instruction on cinematic film making.

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"> <li>• Agreement Starts: June 8, 2016</li> <li>• Agreement Ends: August 1, 2016</li> <li>• Four Youth Cinema Project classes, serving 40-50 students per class.</li> </ul>



**RATIONALE:**

The goal of the Latino Film Institute Youth Cinema Project is to enhance a student's education and to turn students into more engaged learners. The Latino Film Institute Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Latino Film Institute Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

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.

**FUNDING:**

Site Discretionary Funds: \$56,966

**RECOMMENDATION:**

Approve the agreement between Latino Film Institute Youth Cinema Project and Santa Ana High School for the period of June 8 through August 1, 2016.

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Latino Film Institute Youth Cinema Project, 18034 Ventura Blvd., Suite 288, Encino, CA 91316**) 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:** Instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production and postproduction for a summer program. The services will be offered at one (1) high school, specifically four (4) high school summer classes. The Youth Cinema Project will provide the curriculum for each class and course. Each class will be taught by a District employed certificated teacher. The Youth Cinema Project will supply instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District's efforts to market the program to parents and others, and Mr. Edward James Olmos will personally assist in that effort.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **6/8/2016** and will diligently perform as required and complete performance by **8/1/2016**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Six Thousand Nine Hundred Sixty Six Dollars (\$56,966). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

---

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: mileage (which will be paid at the IRS rate), filming licenses, permits, fees, transportation or insurance.

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:

**Latino Film Institute Youth Cinema  
Project  
18034 Ventura Blvd., Suite 228  
Encino, CA 91316**

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.

a. Latino Film Institute Youth Cinema Project Agreement dated May 18, 2016.

THIS AGREEMENT IS ENTERED INTO THIS 8<sup>TH</sup> DAY OF JUNE, 2016.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_

Signature

Tina Douglas

\_\_\_\_\_

Printed Name

Assistant Superintendent, Business  
Services

\_\_\_\_\_

Title

6/7/2016

\_\_\_\_\_

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.



May 18,2016

Dr. David Haglund  
Deputy Superintendent  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701-6322

Re: Agreement Between Santa Ana Unified School District and the Latino Film Institute Youth Cinema Project for 2016 Summer Program

Dear Dr. Haglund:

Please allow me to express our appreciation to the Board of Trustees and the Santa Ana Unified School District (the "District") for the opportunity for the Latino Film Institute Youth Cinema Project ("Youth Cinema Project") to partner with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the District.

The goal of the Youth Cinema Project is to enhance a student's education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

To that end, California Government Code Section 53060 authorizes the District to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

#### Scope of Services

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production and postproduction for a summer program. The services will be offered at one (1) high school, specifically four (4) high school summer classes. The Youth Cinema Project will provide the curriculum for each class and course. Each class will be taught by a District employed certificated teacher. The Youth Cinema Project will supply instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the

Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District's efforts to market the program to parents and others, and Mr. Edward James Olmos will personally assist in that effort. For its part the District shall be responsible for providing the equipment (e.g. cameras, lights and computers) required for each class. Attached is a list of recommended equipment and estimated costs.

#### Fees and Costs

The District will pay the Youth Cinema Project (1) for the instructional, staff development, and management and maintenance of production equipment services it provides to the District at an hourly rate of \$110.00 per hour; and (2) a one-time fee of \$6,126.00 to cover costs of program management, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and coordinating logistics in student participation or guesting in actual productions. Attached to this letter is an estimated budget for the Youth Cinema Project for the 2016 Summer Program.

The District will also reimburse the Youth Cinema Project for all its out of pocket expenses incurred on the District's behalf including but not limited to any mileage (which will be paid at the IRS rate), filming licenses, permits, fees, transportation or insurance. The Youth Cinema Project will, of course, itemize all costs incurred and provide back-up documentation upon request.

#### Billings

The Youth Cinema Project will bill the District on a monthly basis. All amounts due will be payable to the "Latino Film Institute Youth Cinema Project." The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

#### Term and Termination

This agreement shall be effective as of June 8<sup>th</sup>, 2016 and shall remain in effect through August 1<sup>st</sup>, 2016.

The District may, at any time, with or without reason, terminate this Agreement and shall compensate the Youth Cinema Project for services rendered and expenses incurred to the date of termination. Written notice by the District shall be sufficient to stop further performance by the Youth Cinema Project. Notice shall be deemed given when mailed and received by the Youth Cinema Project at the address specified below:

ATTN: Latino Film Institute Youth Cinema Project  
18034 Ventura Blvd., Suite 288  
Encino, CA 91316

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,

Edward James Olmos  
*Chairman,*  
*Latino Film Institute*  
*Youth Cinema Project*

I have read and am authorized to agree to the foregoing:

SANTA ANA UNIFIED SCHOOL DISTRICT

---

By: Dr. David Haglund  
Deputy Superintendent



2016 SUMMER PROGRAM ESTIMATED BUDGET FOR  
YOUTH CINEMA PROJECT AT  
SANTA ANA UNIFIED SCHOOL DISTRICT

Set forth below are the estimated costs and expenses for the Latino Film Institute Youth Cinema Project ("Youth Cinema Project") for Santa Ana Unified School District (the "District") 2016 Summer Program. The estimates are based on the assumption of 4 summer classes (52 total instructional classes), and class sizes of 40-50 students in high school.

1. High School Classroom:

Film program instruction ideally requires one and a half (1.5) hours of instruction per session. Students should be divided into groups of six and each class will require two Youth Cinema Project instructors to assist in classroom instruction and to further train the classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor. The estimated cost for each high school class is:

Instructor#1: 3.5 hours per class x 52 classes = 182 hours x \$110 = \$20,020  
Instructor #2: 3.5 hours per class x 52 classes = 182 hours x \$110 = \$20,020

Accordingly, the costs would be:\$40,040.

Additionally, LFI will invite four lecturers to present on specialized topics (1 per per class). LFI is assuming a cost of \$200 per expert. PLEASE NOTE: LFI instructors are part of the industry professionals in the classroom LFI promises. But, LFI instructors are teaching during their hiatus period, so LFI Guests provide a direct pathway to the industry that is active. They enhance lessons with fresh insight from a current project (they are in the middle of) and they provide a direct link for the students and the school to the professional workplace.

Thus the cost of the high school class for the summer would thus be:

4 x \$200 dollars, i.e. \$800 plus \$40,040 = \$40,840

2. Program Management, Coordination and Support:

The program will require program management, coordination and support including recruitment, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, coordinating logistics in student participation or guesting in actual productions. Additionally, management will be responsible for coordinating school field trips to major Hollywood studios, networks and/or agencies, as well coordinating the end-of-year screenings and premieres of the student short films in the presence of the Hollywood industry. These services will cost approximately \$6,126.00.

3. Equipment Requirements

The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

4. Recap	
4 High School Classrooms	\$40,840.00
Program Administration, Manager-Coordinator	\$6,126.00
Instructional and Production Expenses:	
Printing (Scripts, Dossiers, Lesson Plans), Photocopying, Permits, Mileage, Misc.	\$10,000.00
Total	\$56,966.00

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of Agreement between Marzano Research and St. Joseph School for June 22, 2016

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Marisol Rexach, Ph.D., Coordinator, Beginning Teacher Support and Assessment Program

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between Marzano Research and St. Joseph School for June 22, 2016. Saint Joseph School is a Title II participating non-public school. The Every Student Succeeds Act (ESSA) requires equitable participation on the part of private schools' funds.

**ITEM SUMMARY:**

- One Day Training
- ESSA requires equitable participation on the part of private schools' funds

**RATIONALE:**

To enact the plan for use of Title II funding in the 2015-16 school year, Marzano Research will provide a one-day training to teachers at Saint Joseph School on formative assessment and standards-based grading. Staff will learn how to review and revise existing assessments for quality, understand how to collaborate to continuously improve assessments and instruction, identify varied uses of assessment information to gain formative, summative, or instructional feedback. This supports the Title II plan for professional development, which was created from an analysis of our needs assessment.

LCAP Goal 2.8: Provide professional development for teachers in implementation of the new State standards and technology integration strategies.

**FUNDING:**

Title II Funds: \$6,500

**RECOMMENDATION:**

Approve the agreement between Marzano Research and St. Joseph School for June 22, 2016.

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Marzano Research, 12577 East Caley Avenue, Centennial, CO 80111**) 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:** Professional development in formative assessment practices using framework described in *Formative Assessment and Standards Based Grading*. This framework employs several strategies, including (1) school and district developed proficiency scales to define the curricular goals for students, (2) alignment of instruction and assessment practices to the scales, (3) use of formative assessment strategies to monitor student progress and provide feedback, and (4) the reporting of student progress.

### **Learning Outcomes:**

- Discover the research regarding feedback, assessment, and grading
- Learn how to review and revise existing assessment for quality
- Understand how to collaborate to continuously improve assessments and instruction
- Explore variations among obtrusive, unobtrusive, and student generated assessments
- Identify varied uses of assessment information and gain formative, summative, or instructional feedback
- Learn to track student progress for a better overall picture of performance

- Align grading and reporting practices to formative assessment strategies on small and large scales

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **6/22/2016** and will diligently perform as required and complete performance by **6/22/2016**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Six Thousand Five Hundred Dollars (\$6,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

---

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: airfare, travel, expenses and accommodations.

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:

**Marzano Research**  
**12577 East Caley Avenue**  
**Centennial, CO 80111**

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.

a. Professional Development Proposal dated May 9, 2016.

THIS AGREEMENT IS ENTERED INTO THIS 8<sup>TH</sup> DAY OF JUNE, 2016.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_

Signature

Tina Douglas

\_\_\_\_\_

Printed Name

Assistant Superintendent, Business  
Services

\_\_\_\_\_

Title

6/7/2016

\_\_\_\_\_

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.



**Marzano Research**  
**Professional Development Proposal**  
For St. Joseph's School  
Santa Ana, CA 92704

**Created For:**

Dr. Brad Snyder  
Principal  
St. Joseph's School (K-8)  
608 Civic Center Drive East  
Santa Ana, CA 92704  
714-542-2704  
[stjoeprincipal@gmail.com](mailto:stjoeprincipal@gmail.com)

**Created By:**

James McMurphy  
Business Development Manager  
Marzano Research  
12577 East Caley Avenue  
Centennial, CO 80111  
303-766-9199 x341  
[james.mcmurphy@marzanoresearch.com](mailto:james.mcmurphy@marzanoresearch.com)

**Date:** May 9, 2016

Dr. Snyder,

Thank you for your interest in Marzano Research and our professional development workshops. Based upon our phone conversations, I submit to you the following proposal for St. Joseph's School professional development on Formative Assessment and Standard's Based Grading.

**June 22, 2016 with Jan Hoegh**

## **Formative Assessment and Standards-Based Grading**

**Target Audience:** Teachers

**Description:**

Teachers regularly make important evaluations about student achievement. How do you know if such decisions are based on sound assessment results? Learn research-based practices for using quality formative classroom and district-level assessments aligned to solid grading practices.

Formative assessment starts with the development of proficiency scales based on state standards. These scales divide the content/standards into a series of measurement topics, and provide a scale to measure progress towards achieving the goals of these topics. Teachers can then use the scales and multiple formative assessments to gather pieces of data on each measurement topic. Student achievement is measured not by averaging the assessment data, but by looking at the trend of data over time, thus developing a more accurate, reliable, and valid picture of the student's current level of understanding.

Marzano Research's professional development in formative assessment practices uses the framework described in *Formative Assessment and Standards Based Grading*. This framework employs several strategies, including (1) school and district developed proficiency scales to define the curricular goals for students, (2) alignment of instruction and assessment practices to the scales, (3) use of formative assessment strategies to monitor student progress and provide feedback, and (4) the reporting of student progress.

### Learning Outcomes:

- Discover the research regarding feedback, assessment, and grading
- Learn how to review and revise existing assessments for quality
- Understand how to collaborate to continuously improve assessments and instruction
- Explore variations among obtrusive, unobtrusive, and student-generated assessments
- Identify varied uses of assessment information to gain formative, summative, or instructional feedback
- Learn to track student progress for a better overall picture of performance
- Align grading and reporting practices to formative assessment strategies on small and large scales

### Recommended Resources:

*Formative Assessment and Standards-Based Grading (Marzano) \$29.95 (less with PD discount)*

### Cost Summary:

\$6,500\* - June 22, 2016

*\$6,500 \*\*– Total Professional Development Cost*

*\* - Airfare, Travel, Expenses and Accommodations included.*

*\*\* - Details of this proposal, including cost summary, are only good for 90 days from the creation of this document*

*Resources order includes 20% discount for Pittsburg High School*

Marzano Research would be honored to work with you. Please read over this proposal and let me know if you have any questions.

Sincerely,

*James*

James McMurphy  
Business Development Manager  
Marzano Research  
[James.mcmurphy@marzanoresearch.com](mailto:James.mcmurphy@marzanoresearch.com)  
(303) 766-9199 ext. 341  
(720) 525-6435 (cell)

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Agreement between President and Fellows of Harvard College and Santa Ana Unified School District for October 1, 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**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between the President and Fellows of Harvard College and the Santa Ana Unified School District for October 1, 2016 through June 30, 2018.

<b>ITEM SUMMARY:</b>
President and Fellows of Harvard College will provide professional development in: <ul style="list-style-type: none"> <li>• measurement and analysis</li> <li>• leadership and change management</li> <li>• education policy</li> </ul>

**RATIONALE:**

The Strategic Data Project (SDP), at the Center for Education Policy Research at Harvard University (“CEPR”), partners with school districts to bring high quality research methods and data analysis to bear on strategic management and policy decisions. The SDP Fellowship program will develop and train one data strategist (“Agency Fellow”) who is a current Santa Ana Unified School District employee where they can have an immediate impact on policy decisions that affect student outcomes. In addition to professional development, the Agency Fellow will participate in a network of education professionals with similar skills and responsibilities.

The professional learning will support the analysis efforts of the Proving Ground in addition to building research and evaluation capacity within the District. The Proving Ground, which the District is a participant, is a collaborative research network of schools committed to developing a new approach to achieving better student outcomes at lower cost through the use of collectively generated evidence.

This agreement supports LCAP goal 1.2 “Implement progress monitoring assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset.”

**FUNDING:**

No cost to the District

**RECOMMENDATION:**

Approve the agreement between the President and Fellows of Harvard College and the Santa Ana Unified School District for October 1, 2016 through June 30, 2018.

LP:TK:sz

SDP FELLOWSHIP AGREEMENT  
between  
THE SANTA ANA UNIFIED SCHOOL DISTRICT  
and  
THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE

This Agreement (“Agreement”) is entered into by and between the Santa Ana Unified School District, with offices located at 1601 E. Chestnut Avenue, Santa Ana, CA 92701 (“Client”) and the President and Fellows of Harvard College, acting through The Harvard Graduate School of Education and The Center for Education Policy Research (“Harvard”), with offices at 50 Church Street, 4<sup>th</sup> Floor, Cambridge, MA 02138.

RECITALS

Since 2008, the Strategic Data Project (“SDP”) at the Center for Education Policy Research at Harvard University (“CEPR”) has partnered with school districts, charter school networks, state education agencies, and nonprofit education organizations to bring high quality research methods and data analysis to bear on strategic management and policy decisions. SDP was formed on two fundamental premises: (1) policy and management decisions can directly influence schools’ and teachers’ ability to improve student achievement; and (2) valid and reliable data analysis significantly improves the quality of decision making.

The SDP Fellowship is a program that places, develops and trains talented data strategists in client agencies where they can have an immediate impact on policy decisions that affect student outcomes. All Fellows receive a rich complement of professional development designed to boost skills and knowledge in three key areas: (1) measurement and analysis, (2) leadership and change management, and (3) education policy. Most importantly, Fellows become part of a national network of data strategists and researchers making an impact in education reform through research and data.

In addition to the terms and conditions contained herein, the following document is attached hereto and made a part of this Agreement:

Attachment 1 – Fellowship Program

1. FELLOWSHIP PROGRAM

Harvard will prepare one SDP Fellow to conduct research projects for Client with the characteristics described in Attachment 1 (“Fellowship Program”). Harvard and Client each agree to undertake their respective responsibilities as described in Attachment 1.

2. PERIOD OF PERFORMANCE

The overall Period of Performance of this Agreement will fall between October 1, 2016 (“Agreement Start Date”) and June 30, 2018 (“Agreement End Date”).

3. PROGRAM TUITION

The program tuition for Harvard’s performance of its responsibilities under Attachment 1 is \$47,000 (“Total Tuition”). Tuition remission in the amount of \$47,000 will be paid by a grant to Harvard from the Bill & Melinda Gates Foundation (Faster, Cheaper Evidence-Gathering for U.S. Education OPP1109466). Client’s program tuition is covered in full.



#### 4. PROJECT DIRECTORS

##### Harvard Project Director:

Miriam Greenberg  
Director of Education and Outreach  
Center for Education Policy Research  
Telephone: 617-496-4950  
Email: [miriam\\_greenberg@gse.harvard.edu](mailto:miriam_greenberg@gse.harvard.edu)

##### Client Project Director:

Tran D. Keys, Ph.D.  
Executive Director of Research and Evaluation  
Santa Ana Unified School District  
Telephone: tel: 714-558-5850  
Email: [Tran.Keys@SAUSD.US](mailto:Tran.Keys@SAUSD.US)

#### 5. HARVARD ADMINISTRATIVE CONTACT

Timothy Brennan  
Chief Operating Officer  
Center for Education Policy Research  
Telephone: 617-496-3548  
Email: [timothy\\_brennan@gse.harvard.edu](mailto:timothy_brennan@gse.harvard.edu)

#### 6. PUBLICATIONS; COPYRIGHT

Harvard has the right to publish and otherwise publicly disclose non-confidential information derived from work conducted under this Agreement. Harvard shall own the copyright in any works it originally authors under this Agreement.

#### 7. USE OF NAME

Neither party shall use the name of the other in any form of advertising or promotion of this program without the prior written approval of the party whose name is requested to be used.

#### 8. INDEPENDENT CONTRACTORS

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

#### 9. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Any and all assignments made without such consent shall be void.

#### 10. TERMINATION

Either party may elect to terminate this agreement, providing that it gives advance notice to the other party, in writing, a minimum of 30 (thirty) days prior to date of termination. In the event of early termination of the project, Harvard shall be entitled to reimbursement in full for the costs incurred up to the date of such termination and for costs incidental to the orderly liquidation of its services, including those non-cancelable obligations properly incurred prior to the effective date of termination.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

12. MODIFICATIONS

This Agreement shall be modified only in writing signed by duly authorized representatives of both Client and Harvard.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Client and Harvard concerning the Cohort 8 (C8) Fellowship Program and supersedes all other understandings between the parties concerning that Program.

This Agreement shall be effective when signed by duly authorized representatives of both parties.

**THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE, acting through the Harvard Graduate School of Education**

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

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

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

**CLIENT**

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

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

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

## **Attachment 1 Fellowship Program**

### **I. A DESCRIPTION OF THE SDP AGENCY FELLOWS PROGRAM**

The task of the Agency Fellow is to enhance existing employee's data analysis and decision making skills in support of Client senior leadership. The Agency Fellow's responsibilities will include three areas:

- 1. Proving Ground and Related Projects (50%).** For the duration of his/her fellowship, the Fellow will be assigned to support Proving Ground and SDP including, but not limited to, ensuring that Harvard and its contractors receives the necessary data for analytics, leveraging the resources of Proving Ground to conduct more refined analytics, and participate in Proving Ground activities.
  - a.** Over the course of his/her fellowship, the Fellow will continue to fulfill his/her responsibilities to the Client, as an existing employee. SDP recognizes that the Agency Fellows joins the fellowship already having a full-time job with the Client and that these responsibilities will remain a primary component of the Fellows' role. However, the Client will make every effort to widen the scope of responsibilities of the Agency Fellow such that his/her projects align with the program goals.
- 2. Professional Development and SDP's National Efforts (10%).** The Fellow will participate in professional development, including six off-site meetings, conference calls, webinars, readings, assignments and presentations. Additionally, the Fellow will participate in a network of education professionals with similar skills and responsibilities. Fellows in one partner agency may draw on the experience and expertise of Fellows in other partner agencies, researchers at non-partner agencies, colleges and universities, and other organizations engaged in education reform. In turn, each Fellow will link its agency, and agency leadership, back to this network. To help build this network, Fellows will contribute reports on the success and challenges of their work. Fellows may also be asked to present on their work during fellowship workshops. These reports and presentations will provide opportunities for other agencies and analysts to learn from and model best practices.
- 3. Capstone Reports (5%).** Throughout the two year fellowship, Fellows will work across agencies as members of Capstone Report groups (to complete a final project and present this project during the C8 Fellows graduation. The capstone reports will capture significant contributions each Fellow has made to their respective agencies. Example topics might include: development of early warning indicators, teacher evaluation systems that include measures of student learning, etc. The goals of this report are to (1) demonstrate Fellows' impact on one aspect of the agency, through the use of data and analysis; (2) reflect on the cohort's ability to contribute meaningfully to reform in K-12 education; and (3) build a base of usable, actionable knowledge for the field of data-use in education. SDP expects that the capstone reports will include non-confidential agency specific data, analyses, and descriptions of key projects. SDP and Fellows will adhere to appropriate IRB guidelines to protect human subject information. Capstones will be shared publicly and are intended to be resource guides for future Fellows and the Exchange network.

### **II. HARVARD'S RESPONSIBILITIES REGARDING AN AGENCY FELLOW**

- 1. Training and support.** Harvard will provide (a) an initial orientation and training for the Fellow, and (b) additional formal training for five workshops over the course of the Fellowship. Harvard will provide travel and other incidental costs associated with these training sessions. The Fellow will also receive ongoing support, training, and mentoring on strategic problem solving, leadership,

communication and analytic methods from SDP staff at CEPR, Faculty Advisors, and online sessions provided through book clubs, webinars, and other conference calls.

- 2. Agreement on Fellow issue and project responsibilities.** Although Client will be the employer of the Fellow, Client and Harvard agree to work together to identify and agree upon the Fellow's workstreams, including the Fellow's focus issue(s), projects, timelines, and deliverables. Client and Harvard recognize existing responsibilities that will impact "new" projects an Agency Fellow takes on as part of the fellowship. Client and Harvard agree that these workstreams should be driven by the three responsibility areas outlined in Section I of this Attachment 1, and seek to maximize the strategic goals of both Client and the program.

### **III. CLIENT'S RESPONSIBILITIES REGARDING AGENCY FELLOW**

- 1. Agreement on workstreams.** Client agrees to identify Agency Fellow's focus issues and deliverables. Client also agrees to ensure that the fellow dedicates as least [xx%] of his time, excluding participation in Proving Ground annual meetings, to support the work of Proving Ground.
- 2. Release time.** Client agrees to provide the Fellow with release time for SDP training and network development, including those associated with Proving Ground. In particular, the Fellow will be released to attend a four-day orientation meeting at the beginning of the Fellowship and for three days on five additional occasions over the course of the Fellowship. Exact dates for these trainings will be identified at the beginning of the Fellowship. The workshops are an integral part of the fellowship and CEPR expects that Agency Fellows attend every workshop. Additionally, Client will support the Fellow in preparing for the workshops, by supporting the Fellow's allocation of time to complete pre-readings and pre-work during the two weeks before a workshop.
- 3. Access to agency leadership.** Client will ensure that the Fellow has the opportunity to participate in working teams involved in projects that are of high import to the organization. Client will also ensure that the Fellow has an opportunity to present their work to senior agency leadership. The frequency and quality of such interactions will depend on the quality of work and level of trust developed by the Fellow.
- 4. Working with other Fellows and sharing of analyses.** To achieve the SDP goals of fostering a national network and spreading SDP-like analyses and approaches to non-partner agencies, Client will allow the Fellow to share in confidence his/her analyses with CEPR, Faculty Advisors, and the other participating agencies. In particular, the Fellow will be encouraged to interact with Fellows at other districts and state education agencies. All parties recognize that there may be some exceptions that require strict confidentiality within the district.
- 5. Management involvement in SDP.** Client will work to ensure that Fellow(s)' supervisor(s) participate in each of the following events: Fellow orientation, annual SDP spring convenings, and Fellow graduation. Travel expenses are provided by CEPR. Client may choose to include additional leaders in these events at their own expense.
- 6. Capstone Reports.** Client will support the Fellow's completion of the capstone report, for publication via SDP.

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Agreement with Environmental, Health and Safety (EHS) International, Inc. for the Period of June 11, 2016 through August 30, 2016**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Environmental, Health and Safety (EHS) International, Inc., for the period of June 11, 2016 through August 30, 2016.

**ITEM SUMMARY:**

- Contract Starts: June 11, 2016 through August 30, 2016
- Professional Growth for District staff for 2015-16 and 2016-17 School Year

**RATIONALE:**

EHS International, Inc., will provide a 10-hour Occupational Safety and Health Administration (OSHA) Outreach Training program to classified staff as part of the District's 2015-16 and 2016-17 professional growth offerings. The course is designed as an orientation to occupational safety and health for workers covered by OSHA 29 CFR 1926 on specific hazards of the job. The training is conducted on two separate days per OSHA training guidelines, and will be offered to designated staff. Mandatory topics include Introduction to OSHA, fall protection, exit routes, emergency action plans, fire prevention, electrical, personal protective equipment, hazard communication, hazardous materials, materials handling, machine guarding, introduction to industrial hygiene, blood-borne pathogens, and ergonomics. This course will cost \$150 per person and may be subsidized by a scholarship from ASCIP.

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

**FUNDING:**

Professional Development Fund: \$45,000

**RECOMMENDATION:**

Approve the agreement with Environmental, Health and Safety International, Inc., for the period of June 11, 2016 through August 30, 2016 in the amount of \$45,000.

TD:nb:mm

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Environmental, Health and Safety (EHS) International, Inc., 26741 Portola Parkway #IE823, Foothill Ranch, CA. 92610, (949) 540-6800**) hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Consultant will provide a 10-hour Occupational Safety and Health Administration (OSHA) Outreach Training program to classified staff as part of the District’s 2015-16 and 2016-17 professional growth offerings.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **June 11, 2016** and will diligently perform as required and complete performance by **August 30, 2016**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Forty Five Thousand Dollars (\$45,000)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: N/A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: 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:**

**EHS International, Inc.  
26741 Portola Parkway #IE823  
Foothill Ranch, CA, 92610**

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: **N/A**.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>th</sup> DAY OF **June, 2016**.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Tina Douglas

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

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

Assistant Superintendent, Business Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

June 7, 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**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of Agreement with Jet Propulsion Laboratory, California Institute of Technology for Period of June 20 through August 12, 2016

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D, Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Don Isbell, Director, Career Technical Education

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Jet Propulsion Laboratory (JPL), California Institute of Technology for the period of June 20 through August 12, 2016. This agreement will allow eight students to participate in the “JPL SpaceSHIP” summer internship at Pasadena headquarters.

**ITEM SUMMARY**

- Eight week engineering internship, student interns learn directly from NASA scientists
- Extensive science research and project based learning opportunities for high school interns

**RATIONALE:**

The internship program “JPL SpaceSHIP” will provide an eight week, in-depth experience in the world of high-tech engineering. Thirty internship applications were submitted for review by Jet Propulsion Laboratory. NASA scientist and staff selected students for interview and eight students were selected for this highly competitive summer internship. JPL SpaceSHIP is a high expectations engineering and science research internship experience for talented STEM students that might otherwise be unaware of the career pathways that their academic performance enables. The following eight students will participate in the summer internship at NASA’s JPL:

Alejandro Aguilera – Segerstrom High School  
 Juliana Gonzalez – Saddleback High School  
 Paul Le – Segerstrom High School  
 Andrez Muniz – Segerstrom High School  
 Natali Pacheco – Santa Ana High School  
 Steve Ramirez – Godinez Fundamental High School  
 Noah Tristan – Segerstrom High School  
 Sara Valencia – Santa Ana High School

LCAP Goal 2.11: Establish partnership that ensure student success.

**FUNDING:**

Not applicable

**RECOMMENDATION:**

Approve the agreement with Jet Propulsion Laboratory (JPL), California Institute of Technology for the period of June 20 through August 12, 2016.

MR:DI:ez

**SANTA ANA UNIFIED SCHOOL DISTRICT  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into as of June 20, 2016 by and between the California Institute of Technology (“Caltech”), a nonprofit educational institution incorporated in California, through its Jet Propulsion Laboratory (“JPL”), an operating division of Caltech and a Federally Funded Research and Development Center (“FFRDC”), located at 4800 Oak Grove Drive, Pasadena, CA 91109, and the Santa Ana Unified School District (“SAUSD”), a unified public school district, located at 1601 E. Chestnut Ave., Santa Ana, CA 92701-6322.

**RECITALS**

I. Background and Purpose

This MOU is entered into for the purpose of providing career technical education and workplace skills to selected students of SAUSD (the “Students”) in connection with this internship program (the “Program”). Students will be placed with a mentor for eight weeks and participate in enrichment activities. Internships are an integral part of JPL’s investment in STEM education and future workforce.

SAUSD represents and warrants that the Program will be conducted pursuant to Section 51769 of the Education Code of California and Sections 10090 and 10107, as applicable, of the California Administrative Code, Title 5.

II. Costs and Resources

Each party bears all costs and expenses incurred by it in performing or in connection with this MOU. There is no exchange of consideration. Each party provides its own equipment and facilities as necessary to implement the efforts described herein. Resources, including property, cannot be loaned or exchanged under this MOU.

The activities of JPL under this agreement are funded and are to be performed under Caltech's prime contract with NASA, contract NNN12AA01C. The JPL Task Order which supports this effort is No. NNN13D205T, entitled “JPL Technical Support for the Planning and Implementation of NASA Headquarters’ Education Portfolio.” This MOU does not constitute a binding or exclusive obligation on either party. Nothing in this MOU shall be construed as consent by either party to enter into a contract, subcontract or other business relationship.

III. Description of Activities:

A. On an as-available, best-efforts basis, without warranties, without consideration and subject to the requirements of NNN12AA01C, the prime contract between Caltech and NASA, and at no charge to SAUSD, JPL will carry out the following activities:

1. JPL will designate and provide certain space (the “Premises”) for the Program at facilities operated by JPL at no rent to SAUSD. The Premises will be available for SAUSD’s use for the Program at such times as shall be mutually agreed upon by the parties hereto. Students will



enter JPL's facilities only during the hours designated pursuant to this section and will confine themselves to the Premises at all times unless specifically directed otherwise by JPL.

2. JPL will provide and maintain adequate workspace in the Premises for each Student, including the use of lavatories, as designated by JPL.
  3. JPL will be responsible for: (i) the preparation and distribution to SAUSD's staff and Students in the Program of such written rules and regulations regarding JPL policies and procedures as required by JPL, and (ii) the enforcement of JPL rules and regulations while SAUSD's staff and Students are on any JPL premises whether such rules and regulations are distributed by JPL or by SAUSD. JPL may ask SAUSD to remove from the Program any student who has violated JPL rules and regulations.
  4. JPL will provide necessary supplies and materials for the Student's use in connection with the Program. JPL may, upon the request of SAUSD, provide additional equipment and procedures for the use of such equipment as is appropriate to the Program, provided JPL has agreed to provide such equipment. SAUSD is liable for any loss or theft or damage of any such materials, equipment or supplies.
- B. On an as-available, best efforts basis, without warranties, without consideration and at no charge to JPL, SAUSD will carry out the following activities:
1. Students will not displace any regular paid JPL employee. Students are not employees of JPL and will not be employed, jointly-employed or compensated by JPL to perform tasks which are included as part of the Program while the Students are enrolled in the Program. Students participating in the Program will remain under the direction and control of SAUSD.
  2. SAUSD hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death therefrom) to all persons and all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with the Program. Except for willful acts of misconduct or gross negligence of JPL, SAUSD shall indemnify and hold JPL, its officers, agents and employees free and harmless from any and all expenses, claims or demands made from any and all liability, loss, damage or expense of any kind whatsoever, or death of or injury to persons, arising out of the Program. JPL shall not have any responsibility for or incur any liability regarding any Student or SAUSD's staff or any property of any Student or of SAUSD's staff except as specifically provided herein. In no event shall JPL be liable to SAUSD for any incidental, consequential, special or punitive damages arising out of or related to this Agreement.
  3. During the term of this Agreement, SAUSD shall maintain liability insurance with limits of not less than \$1 million per occurrence/\$3 million aggregate, as evidenced by a certificate of insurance naming Caltech/JPL as an additional insured by endorsement with a waiver of

- subrogation. SAUSD shall also property damage, workers' compensation and such other insurance as JPL may require from time to time in its sole discretion.
4. SAUSD shall provide qualified staff for the purpose of supervising instruction and monitoring progress of the Students and shall be responsible for the actions of Students participating in the Program while on any JPL premises.

#### IV. Term and Termination

This MOU is in effect for the period beginning June 20, 2016. This MOU may be extended and/or amended only by a written modification signed by both parties. If extended, the performance period of the Partnership Agreement may not exceed September 30, 2017, which is the expiration date of the JPL Task Order No. NNN13D205T, entitled "JPL Technical Support for the Planning and Implementation of NASA Headquarters' Education Portfolio." As this MOU includes no binding obligations on either party, either party may cease activities specified in this MOU without notice at any time. However, each party will, as a courtesy, endeavor to provide thirty (30) days written notice to the other party. Such cessation of activities will incur no liability to either party.

#### V. Education Code of California

SAUSD represents and warrants that the Program shall be conducted pursuant to Section 51769 of the Education Code of California and Sections 10090 and 10107, as applicable, of the California Administrative Code, Title 5.

#### VI. Publicity/Publication

This MOU provides no rights for SAUSD to use the name or logos of the "California Institute of Technology," "Caltech," "Jet Propulsion Laboratory," "JPL," "National Aeronautics and Space Administration," or "NASA" in any advertising or publicity material, or make any form of representation or statement in relation to work performed under this Partnership Agreement that would constitute an express or implied endorsement by Caltech, JPL or NASA of any commercial product, without written approval. Requests for written approval to use Caltech or JPL's name(s) or logo(s) under this MOU should be directed to the Manager of the Institutional Communications Office at JPL. Requests for written approval to use NASA's name or logo should be sent to NASA directly.

VII. Points of Contact

Correspondence concerning this MOU will be directed to the following representatives:

<b>FOR SANTA ANA UNIFIED SCHOOL DISTRICT:</b>	<b>FOR JPL:</b>
(Name)	David Seidel
(Title)	Manager, STEM Elementary and Secondary Education
(Address)	Jet Propulsion Laboratory Mail Stop 180-109 4800 Oak Grove Drive Pasadena CA 91109

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**JET PROPULSION LABORATORY**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Blaine Baggett

TITLE: \_\_\_\_\_

TITLE: Director, Communications and Education

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of School-Based Medi-Cal Administrative Activities (SMAA)**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:**   **Heidi Cisneros, Executive Director, Pupil Support Services**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a continuing agreement with the Orange County Department of Education for Administration services for the School-Based Medi-Cal Administrative Activities (SMAA) program as described in the California Welfare and Institution Code, Section 14132.47 (c) (1). Districts receive federal reimbursement when staff provides outreach and referrals to families for accessing physical health, mental health, and substance abuse services. The new Random Moment Time Survey (RMTS), queries staff about their outreach and referral activities at a specific moment in time.

To continue participation in claiming funds through SMAA, the District must have an agreement with the Region 9 Local Education Consortium (LEC) to facilitate communication and payment of funds through the State. The term of this contract is one year commencing July 1, 2016 and ending on June 30, 2017, subject to termination.

SMAA reimbursement has been withheld for several years due to program restructure by the Federal government. This past year \$686,000 in funding was released. Staff awaits information on reimbursement for outstanding invoices.

**ITEM SUMMARY:**

- Contract Renewed: July 1, 2016
- Contract Ends: June 30, 2017
- Program provides federal reimbursement for health related administrative activities performed by District staff for outreach to families that will assist them in accessing physical, mental health, and substance abuse services.
- Reason for Renewal: To continue participation in claiming funds through SMAA, the District must contract with the Region 9 Local Education Consortium (LEC).
- Fees related to this agreement are 4.5% of District reimbursement plus a monthly fee of 25 to 50 cents per participant that flows through OCDE to the software vendor.

**RATIONALE:**

Historically, the District received \$5 million dollars in SMAA reimbursement from 2007-08 to 2013-14. From this total, funding of \$875,698 was allocated for a 0.65 FTE nurse, 1FTE Medi-Cal Billing Programs Project Technician, \$393,865 for costs of the vendor contract with Paradigm Healthcare Services, and \$213,464 to OCDE. The balance of \$3.5 million was incorporated into the general fund.

In 2015-16, the District received \$686,000 for 2010-11 through 2013-14 invoices, representing 40% of the projected reimbursement amount. From 2014-15 forward, SMAA reimbursements for all of California will continue to be deferred, as the Department of Health Care Services (DHCS) continues to develop a yet undetermined reimbursement system. The deferral revenues may begin again in 2017-18, but at a reduced reimbursement rate.

YEAR	2007/08 – 2012/13	2013/14	2014/15 and Future
NET REIMBURSEMENT	\$5 million	Received in 15/16 \$686,000 (\$365,766 for 2013-14, \$320,234 for prior deferral years)	Deferred
EXPENDITURES	\$875,698 0.65 FTE Nurse 1 FTE Medi-Cal Billing Program Project Technician  \$393,865 Paradigm  \$213,464 OCDE  The balance of 3.5 million was provided to the General Fund	<b>\$176,125</b> 0.65 FTE Nurse 1 FTE Medi-Cal Billing Program Project Technician  \$0 Paradigm  \$17,235 OCDE  The balance of \$492,639 was provided to the General Fund.	-

**FUNDING:**

Fees related to this agreement include an annual state participation fee to OCDE calculated at 4.5% of the SMAA reimbursement as well as participant fees for the State Random Moment Time Study (RMTS) software. In 2015-16, the fee to OCDE was \$19,361. This sum represents \$17,235 for 4.5% of the reimbursement for 2013-14 adjusted invoices released by DHCS in 2015-16 as well as \$2,126 in participant fees for use of the new RMTS software.

**RECOMMENDATION:**

Approve the agreement with the Orange County Superintendent of Schools, Region 9 Local Educational Consortium for administration of School-Based Medi-Cal Administrative Activities.

DL:DR:cvl

2 SANTA ANA UNIFIED SCHOOL DISTRICT  
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July,  
6 2016, by and between the Orange County Superintendent of Schools,  
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local  
8 Educational Consortium (LEC), hereinafter referred to as  
9 SUPERINTENDENT, and the Orange Unified School District, 1601 East  
10 Chestnut Avenue, Santa Ana, California 92701, hereinafter referred  
11 to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively  
12 referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement with the  
15 California State Department of Health Care Services, hereinafter  
16 referred to as STATE, which is incorporated herein by this  
17 reference, to serve as the Local Educational Consortium (LEC) for  
18 the Region 9 in accordance with the California Welfare and  
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to  
21 represent school districts and county offices located in Region 9,  
22 hereinafter referred to as LEA (Local Education Agency) to  
23 administer School-based Medi-Cal Administrative Activities (SMAA)  
24 described as Administrative Claiming process in the California  
25 Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative  
Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal  
6 Administrative Activities and wishes to participate in the School-  
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2016, and ending on June 30, 2017,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
14 amended as necessary to comply with all Federal, state  
15 and SUPERINTENDENT'S program requirements.
- 16 b. "Certify" to the STATE the amount of DISTRICT'S general  
17 funds or any other funds allowed under Federal law and  
18 regulation expended on the allowable "Program  
19 activities".
- 20 c. Certify to the STATE the availability and expenditure of  
21 one hundred percent (100%) of the non-Federal cost of  
22 performing Program activities.
- 23 d. Certify to the STATE that DISTRICT expenditures  
24 represent costs that are eligible for Federal financial  
25 participation for that fiscal year.
- e. Act as liaison between STATE and DISTRICT.



- 1 f. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Study (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training  
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide program technical  
17 assistance.
- 18 l. Code all SMAA RMTS moments and make available to the  
19 DISTRICT its RMTS results.
- 20 m. Review and submit the Random Moment Time Study (RMTS)  
21 quarterly invoice to the STATE on behalf of the DISTRICT  
22 and convey to the DISTRICT by warrant all funds received  
23 on behalf of DISTRICT from the STATE less any amount due  
24 the SUPERINTENDENT as defined in Section 5.0 of this  
25 AGREEMENT. No funds will be conveyed to DISTRICT for  
invoices that have been disallowed by the STATE.

- 1 n. Offer the DISTRICT the option of the LEC preparing the  
2 RMTS quarterly invoice and assist the DISTRICT with the  
3 calculation of the LEA Medi-Cal Eligibility Rate or "Tape  
4 Match percentage" from data submitted by the DISTRICT for  
5 a mutually agreed to fee.
- 6 o. Review DISTRICT'S quarterly invoice documents for  
7 accuracy and completeness and request corrections if  
8 necessary.
- 9 p. Review corrected documents for compliance with rules and  
10 regulations; work with DISTRICT to resolve any  
11 outstanding matters that prevent SUPERINTENDENT'S  
12 certification of claim.
- 13 q. Provide DISTRICT access to STATE SMAA Appeal Process  
14 upon request.
- 15 r. Appeal DISTRICT decision or action through the STATE  
16 SMAA Appeal Process if necessary.
- 17 s. Monitor compliance of DISTRICT with all Federal, STATE,  
18 and SUPERINTENDENT'S Program requirements.
- 19 t. Designate an employee to act as liaison to DISTRICT  
20 regarding issues relating to this AGREEMENT.

21 3.0 RESPONSIBILITIES OF DISTRICT.

- 22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
23 amended as necessary to comply with all Federal, STATE  
24 and SUPERINTENDENT'S program requirements.
- 25 b. RMTS software platform may be accessed only by employees  
of the DISTRICT for RMTS purposes. DISTRICT agrees to

1           comply with the confidentiality and other requirements  
2           associated with use of the RMTS software platform.  
3           DISTRICT shall be responsible for any unauthorized use  
4           and understands that the DISTRICT may be held liable.

5           c.   Quarterly assess SMAA claiming potential within the  
6           DISTRICT and determine which staff perform SMAA  
7           activities and will participate in the Random Moment  
8           Time Study (RMTS) and what direct charges, if  
9           applicable, will be claimed.

10          d.   Certify to the SUPERINTENDENT and STATE the amount of  
11          DISTRICT'S general funds or any other funds allowed  
12          under Federal law and regulations expended on the  
13          allowable "Program activities".

14          e.   Comply fully with all Title XIX Federal, STATE, and  
15          SUPERINTENDENT'S Program requirements.

16          f.   Certify to SUPERINTENDENT and STATE the availability and  
17          expenditure, from allowable non-Federal funding sources,  
18          of one hundred percent (100%) of the cost of performing  
19          Program activities.

20          g.   Certify to SUPERINTENDENT and STATE expenditures  
21          represent costs that are eligible for Federal financial  
22          participation for that fiscal year.

23          h.   If subcontracting for certain administrative activities,  
24          provide SUPERINTENDENT with a copy of the DISTRICT'S  
25          contract with vendor. DISTRICT may include vendor's  
allowable costs on its invoice, to the extent that same

1 tasks are not performed by the SUPERINTENDENT and with  
2 the understanding that the total vendor fees cannot  
3 exceed fifteen percent (15%).

4 i. Ensure that DISTRICT'S designated SMAA Coordinator  
5 attends quarterly Region 9 LEC SMAA Coordinators  
6 trainings and meetings.

7 j. Adhere to timelines established by the STATE and  
8 SUPERINTENDENT for completion of Program documentation  
9 (e.g., Program invoices, Random Moment Time Study (RMTS)  
10 Rosters, reports, etc.). Respond in a timely manner to  
11 all STATE and SUPERINTENDENT requests for information  
12 and documentation.

13 k. Respond to SUPERINTENDENT reviews with information and  
14 corrected documents upon request.

15 l. Work with SUPERINTENDENT to resolve any outstanding  
16 matters.

17 m. Appeal SUPERINTENDENT'S decision through the STATE  
18 SMAA LEA Appeal Process if necessary.

19 n. Complete quarterly Random Moment Time Study (RMTS), as  
20 required by the Centers for Medicare and Medicaid  
21 Services (CMS), to determine the amount of paid time  
22 spent on Program claimable activities.

23 o. DISTRICT will maintain a minimum response rate of  
24 eighty-five percent (85%) of the moments assigned per  
25 time study quarter. If DISTRICT is unable to maintain  
the required response rate, DISTRICT will have sanctions

1 applied according to the School-based Medi-Cal  
2 Administrative Activities (SMAA) Manual.

3 p. Develop and maintain at the DISTRICT an Operational  
4 Plan/Audit File to include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Study (RMTS) Time Survey  
7 Participant (TSP) Roster Reports and other  
8 documentation, including validation of time  
9 survey participant attendance.
- 10 • Time certification and supporting documentation  
11 for direct charge staff.
- 12 • Position Descriptions/Duty Statements.
- 13 • Medi-Cal Percentage documentation.
- 14 • Invoice documents and supporting documentation.
- 15 • Contracts/MOU.
- 16 • Organizational Charts.
- 17 • School Calendar.
- 18 • Resource Directories and outreach materials.
- 19 • Program review documentation.

20 q. Prepare and certify School-based MAA invoices to the LEC  
21 in conformance with STATE requirements and timelines.

22 r. Provide SUPERINTENDENT with copies of SMAA invoice  
23 supporting documentation upon request.

24 s. DISTRICT agrees to maintain and preserve, documentation  
25 for a period of not less than five years after  
termination of Agreement Number 42852 and final payment  
from Department of Health Care Services (DHCS) to  
SUPERINTENDENT, to permit Department of Health Care  
Services (DHCS) or any duly authorized representative,  
to have access to examine or audit any pertinent books,  
documents, papers and records related to this AGREEMENT

1 and to allow interviews of any employee who might  
2 reasonably have information related to such records.

3 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
4 dollars (\$10,000.00), DISTRICT shall agree and comply  
5 with the following terms and conditions:

6 1. Maintain books, records, documents, and other  
7 evidence, accounting procedures and practices,  
8 sufficient to properly reflect all direct and  
9 indirect costs of whatever nature claimed to  
10 have been incurred in the performance of this  
11 AGREEMENT, including any matching costs and  
12 expenses. The foregoing constitutes "records"  
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part  
15 thereof as may be engaged in the performance  
16 of this AGREEMENT and its records shall be  
17 subject at all reasonable times to inspection,  
18 audit, and reproduction.

19 3. The Department of Health Care Services (DHCS),  
20 the Department of General Services, the Bureau  
21 of State Audits, or their designated  
22 representatives including the Comptroller  
23 General of the United States shall have the  
24 right to review and to copy any records and  
25 supporting documentation pertaining to the  
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records  
2 during normal business hours and to allow  
3 interviews of any employees who might  
4 reasonably have information related to such  
5 records. Further, DISTRICT agrees to include a  
6 similar right of the STATE to audit records  
7 and interview staff related to performance of  
8 this AGREEMENT.

9 4. Preserve and make available its records (1)  
10 for a period of five (5) years from the date  
11 of final payment under this AGREEMENT, and (2)  
12 for such longer period, if any, as required by  
13 applicable statute, by any other provision of  
14 this AGREEMENT, or by subparagraphs (a) or (b)  
15 below:

16 (a) If this AGREEMENT is completely or  
17 partially terminated, the records  
18 relating to the work terminated shall be  
19 preserved and made available for a period  
20 of three (3) years from the date of  
21 resulting final settlement.

22 (b) If any litigation, claim, negotiation,  
23 audit, or other action involving the  
24 records has been started before the  
25 expiration of the three-year period, the  
records shall be retained until

1 completion of the action and resolution  
2 of all issues which arise from it, or  
3 until the end of the regular three-year  
4 period, whichever is later.

5 5. DISTRICT shall comply with the above  
6 requirements and be aware of the penalties for  
7 violations of fraud and for obstruction of  
8 investigation as set forth in Public Contract  
9 Code §10115.10, if applicable.

10 6. DISTRICT, may at its discretion, following  
11 receipt of final payment under this AGREEMENT,  
12 reduce its accounts, books and records related  
13 to this AGREEMENT to microfilm, computer disk,  
14 CD ROM, DVD, or their data storage medium.  
15 Upon request by an authorized representative  
16 to inspect, audit or obtain copies of said  
17 records, DISTRICT must supply or make  
18 available applicable devices, hardware, and/or  
19 software necessary to view, copy and/or print  
20 said records. Applicable devices may include,  
21 but are not limited to microfilm readers and  
22 microfilm printers, etc.

23 u. The STATE, through any authorized representatives, has  
24 the right at all reasonable times to inspect or  
25 otherwise evaluate the work performed or being performed  
hereunder and the premises in which it is being



1 performed. If any inspection or evaluation is made of  
2 the premises of DISTRICT, DISTRICT shall provide all  
3 reasonable facilities and assistance for the safety and  
4 convenience of the authorized representative in the  
5 performance of their duties. All inspections and  
6 evaluations shall be performed in such a manner as will  
7 not unduly delay the work.

8 v. In the event an invoice is revised or is disallowed by  
9 the STATE, agree to reimburse SUPERINTENDENT within  
10 thirty (30) days of receipt of an invoice from  
11 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to  
12 the STATE for DISTRICT'S revised or disallowed invoice.

13 w. Ensure no duplicative billings.

14 x. Hold SUPERINTENDENT harmless from any Federal  
15 disallowance of SMAA claim payments made to DISTRICT by  
16 the STATE.

17 y. Designate an employee to act as a liaison with  
18 SUPERINTENDENT to provide DISTRICT specific information  
19 relative to SMAA Program administration and fiscal  
20 issues.

21 z. Complete and return with the fully executed AGREEMENT,  
22 SUPERINTENDENT'S School-based Medi-Cal Administrative  
23 Activities (SMAA) District Information 2015/2016 form,  
24 Appendix "A", attached hereto and incorporated by  
25 reference herein.

1 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
2 DISTRICT'S responsibilities outlined in Section 3.0 of this  
3 AGREEMENT and after SUPERINTENDENT has received reimbursement from  
4 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT  
5 shall convey to DISTRICT by warrant, all funds received on behalf of  
6 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
7 STATE as determined in Section 5.0 below. No funds will be conveyed  
8 to DISTRICT for invoices that have been revised or disallowed by the  
9 STATE or Federal. Payment to DISTRICT shall be made within forty-  
10 five (45) days of receipt and reconciliation of STATE funds by  
11 SUPERINTENDENT.

12 5.0 FEE SCHEDULE.

13 a. Annual STATE Participation Fee. DISTRICT will be responsible  
14 for DISTRICT'S share of the STATE Participation Fee, which is based  
15 on the STATE'S cost for administering the SMAA claiming process.  
16 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim  
17 reimbursement for DISTRICT'S share of the STATE Participation Fee  
18 increase.

19 b. State RMTS Software Platform Fee. DISTRICT will be  
20 responsible for DISTRICT'S share of the State RMTS Software Platform  
21 Fee, which is based on the DISTRICT'S actual cost of utilizing the  
22 State RMTS Software Platform through a third party administrator  
23 selected by the Region 9 LEC for the Random Moment Time Study.  
24 SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the  
25 software platform fees RMTS Software Platform Fee, which is based on  
the DISTRICT'S actual cost of utilizing the State RMTS Software

1 Platform through a third party administrator selected by the Region  
2 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill  
3 DISTRICT for DISTRICT'S share of the software platform fees as  
4 described in State RMTS Software Platform Fees and SUPERINTENDENT'S  
5 Administrative Support Optional Service Fees, Appendix "B", attached  
6 hereto and incorporated by reference herein.

7 c. SUPERINTENDENT'S Administrative Support Fees.

8 1. After SUPERINTENDENT has received  
9 reimbursement from the STATE for DISTRICT'S  
10 quarterly SMAA claim(s), SUPERINTENDENT will  
11 transfer to DISTRICT an amount equal to the  
12 Federal share of cost received as reimbursement  
13 for DISTRICT'S SMAA claim submitted by DISTRICT,  
14 less four and one-half percent (4.5%) fee per  
15 quarterly claim which will be used to support  
16 SUPERINTENDENT'S SMAA administration. The four and  
17 one-half percent (4.5%) fee may be amended as  
18 necessary to support compliance with all Federal,  
19 STATE and SUPERINTENDENT'S program requirements.

20 2. Optional Services. If the DISTRICT selects  
21 the option of having the LEC prepare the RMTS  
22 quarterly invoice and assist the DISTRICT with the  
23 calculation of the LEA Medi-Cal Eligibility Rate or  
24 "Tape Match percentage" from data submitted by the  
25 DISTRICT, an additional two percent (2.0%) will be  
added to the Administrative Support Fee percentage

1 mentioned in 5.c.1 above. SUPERINTENDENT will  
2 provide Optional Services upon written request of  
3 DISTRICT as described in State RMTS Software  
4 Platform Fees and SUPERINTENDENT'S Administrative  
5 Support Optional Service Fees, Appendix "B",  
6 attached hereto and incorporated by reference  
7 herein.

8 d. The obligations of SUPERINTENDENT and DISTRICT under this  
9 AGREEMENT are contingent upon the availability of funds furnished by  
10 the United States Government and the State of California. In the  
11 event that such funding is terminated or reduced, this AGREEMENT may  
12 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal  
13 obligations hereunder shall be limited to a pro-rated amount of  
14 funding actually received by the SUPERINTENDENT and DISTRICT from  
15 the United States Government and the State of California under this  
16 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written  
17 notification of such termination. Notice shall be deemed given when  
18 received by the DISTRICT or no later than three (3) days after the  
19 day of mailing, whichever is sooner.

20 6.0 FEDERAL CLAIMING.

21 a. TITLE 31 - Money and Finance, Subtitle V - General  
22 Assistance Administration, Chapter 75 - Requirements for Single  
23 Audits, Section 7502 requires each pass through entity provide the  
24 sub-recipient program names and any identifying numbers from which  
25 such assistance is derived. The Catalog of Federal Domestic

1 Assistance (CFDA) number for this Federal program is 93.778, Medical  
2 Assistance Program (Medi-Cal).

3 b. A "Vendor" means a dealer, distributor, merchant, or other  
4 seller providing goods or services that are required for the conduct  
5 of a Federal program. These goods or services may be for an  
6 organization's own use or for the use of beneficiaries of the  
7 Federal program. Additional guidance on distinguishing between a  
8 sub-recipient and a vendor is provided in OMB Circular A-133.

9 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
10 this AGREEMENT, shall be and act as an independent contractor.  
11 SUPERINTENDENT understands and agrees that he/she and all of his/her  
12 employees shall not be considered officers, employees or agents of  
13 the DISTRICT, and are not entitled to benefits of any kind or nature  
14 normally provided employees of the DISTRICT and/or to which  
15 DISTRICT'S employees are normally entitled, including, but not  
16 limited to, State Unemployment Compensation or Workers'  
17 Compensation. SUPERINTENDENT assumes full responsibility for the  
18 acts and/or omissions of his/her employees or agents as they relate  
19 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
20 shall assume full responsibility for payment of all Federal, STATE  
21 and local taxes or contributions, including unemployment insurance,  
22 social security and income taxes with respect to SUPERINTENDENT'S  
23 employees.

24 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms,  
25 plans, and related instructional materials developed by  
SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the

1 exclusive property of the Department of Health Care Services. The  
2 Department of Health Care Services shall have all right, title and  
3 interest in said matters, including the right to secure and maintain  
4 the copyright, trademark and/or patent all forms and related  
5 instructional materials developed under this AGREEMENT.

6 9.0 HOLD HARMLESS.

7 a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
8 harmless DISTRICT, its Governing Board, and its officers, agents,  
9 and employees from liability and claims of liability for bodily  
10 injury, personal injury, sickness, disease, or death of any person  
11 or persons, or damage to any property, real, personal, tangible or  
12 intangible, arising out of the negligent acts or omissions of  
13 employees, agents or officers of SUPERINTENDENT or the Orange County  
14 Board of Education during the term of this AGREEMENT.

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

23 10.0 CONFIDENTIALITY.

24 a. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
25 of their respective records and information, governing the  
confidentiality of client or student information for Medi-Cal

1 clients served under this AGREEMENT. Applicable laws include, but  
2 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
3 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
4 California Code of Regulations Section 51009 and all applicable  
5 Federal and/or STATE laws or regulations as each may now exist or be  
6 hereafter amended. The confidentiality obligations contained in  
7 this section shall survive termination of this AGREEMENT.

8 b. DISTRICT understands and agrees to take all reasonable  
9 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S  
10 agents' proprietary data provided for purposes of this AGREEMENT  
11 hereinafter defined as data file specifications, related  
12 instructions, management reports, training materials, plans or other  
13 information relating to the performance of SUPERINTENDENT'S agents  
14 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
15 to this AGREEMENT. DISTRICT shall not during or after the term of  
16 this AGREEMENT, permit the copying, duplication, or use of any of  
17 SUPERINTENDENT'S agents' proprietary data by or to any person other  
18 than authorized employees, agents or representatives of DISTRICT.

19 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
20 to assure that the information supplied to SUPERINTENDENT hereunder  
21 shall be true, complete, and accurate in all respects. DISTRICT  
22 shall assume sole responsibility for the truth, completeness and  
23 accuracy of all information supplied to SUPERINTENDENT and agrees  
24 that SUPERINTENDENT shall have no responsibility or liability for  
25 the truth, completeness or accuracy of any information submitted by  
DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify

1 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
2 requirements.

3 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
4 for damages or losses to DISTRICT employees, agents, independent  
5 contractors or students relating to lost medical services or lost  
6 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
7 any sums DISTRICT does not obtain in reimbursement from the STATE,  
8 or for any incidental, indirect, special or consequential damages to  
9 DISTRICT arising from the denial of any request for reimbursement  
10 from the STATE.

11 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
12 AGREEMENT shall not be assigned by the DISTRICT without prior  
13 written approval of SUPERINTENDENT.

14 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
15 must meet the approval of the DISTRICT and shall be subject to the  
16 DISTRICT'S general right of inspection to secure the satisfactory  
17 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
18 with all Federal, STATE and local laws, rules, regulations and  
19 ordinances that are now or may in the future become applicable to  
20 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
21 operations covered by this AGREEMENT or accruing out of the  
22 performance of such operations.

23 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT  
24 shall complete and return with the fully executed AGREEMENT the  
25 Certification Regarding Lobbying form, Appendix "C", attached hereto  
and incorporated by reference herein, that the DISTRICT has not



1 made, and will not make, any payment prohibited by Item 1 of the  
2 Certification Regarding Lobbying form.

3 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
4 AGREEMENT, DISTRICT certifies to the best of its knowledge and  
5 belief, that it:

6 a. Is not presently debarred, suspended, proposed for  
7 debarment, declared ineligible, or voluntarily excluded by any  
8 federal department or agency;

9 b. Has not within a three-year period preceding this  
10 AGREEMENT been convicted of or had a civil judgement rendered  
11 against them for commission of fraud or a criminal offense in  
12 connection with obtaining, attempting to obtain, or performing a  
13 public (Federal, STATE or local) transaction or contract under a  
14 public transaction; violation of Federal or STATE antitrust statutes  
15 or commission of embezzlement, theft, forgery, bribery,  
16 falsification or destruction of records, making false statements, or  
17 receiving stolen property.

18 c. Is not presently indicted for or otherwise criminally or  
19 civilly charged by a government entity (Federal, STATE or local)  
20 with commission of any of the offenses enumerated in Section 16.0(b)  
21 herein; and

22 d. Has not within a three-year period preceding this  
23 AGREEMENT had one or more public transactions (Federal, STATE or  
24 local) terminated for cause or default.

1 e. The terms and definitions herein have the meanings set  
2 out in the Definitions and Coverage sections of the rules  
3 implementing Federal Executive Order 12549.

4 f. If DISTRICT is unable to certify to any of the statements  
5 in this certification, DISTRICT shall submit an explanation to  
6 SUPERINTENDENT.

7 g. If DISTRICT knowingly violates this certification, in  
8 addition to other remedies available to the Federal Government, the  
9 Department of Health Care Services (DHCS) may terminate this  
10 AGREEMENT for cause or default.

11 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
12 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
13 employ any unlawful discriminatory practices in employment of  
14 personnel or in any other respect on the basis of sex, race, color,  
15 ethnicity, national origin, ancestry, religion, age, marital status,  
16 medical condition, sexual orientation, physical or mental disability  
17 or any other protected group in accordance with the requirements of  
18 all applicable Federal or STATE law.

19 18.0 TOBACCO USE POLICY. In the interest of public health,  
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
21 use of any tobacco products are prohibited in buildings and  
22 vehicles, and on any property owned, leased or contracted for by the  
23 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure  
24 to abide with conditions of this policy could result in the  
25 termination of this AGREEMENT.

1 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
2 or without cause, terminate this AGREEMENT with the giving of thirty  
3 (30) days prior written notice to the other party. However, once  
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
5 of Health Care Services (DHCS), according to the School-based Medi-  
6 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
7 terminate until the next quarter survey period.

8 20.0 NOTICE. All notices or demands to be given under this  
9 AGREEMENT by either party to the other shall be in writing and given  
10 either by: (a) personal service or (b) by U.S. Mail, mailed either  
11 by registered or certified mail, return receipt requested, with  
12 postage prepaid. Service shall be considered given when received if  
13 personally served or if mailed on the third day after deposit in any  
14 U.S. Post Office. The address to which notices or demands may be  
15 given by either party may be changed by written notice given in  
16 accordance with the notice provisions of this section. As of the  
17 date of this AGREEMENT, the addresses of the parties are as follows:

18 DISTRICT: Santa Ana Unified School District  
19 1601 East Chestnut Avenue  
20 Santa Ana, California 92701  
21 Attn: \_\_\_\_\_

22 SUPERINTENDENT: Orange County Superintendent of Schools  
23 200 Kalmus Drive  
24 Costa Mesa, California 92626  
25 Attn: Patricia McCaughey

21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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

1 subsequent similar act from again constituting a violation of such  
2 term or condition.

3 22.0 SEVERABILITY. If any term, condition or provision of this  
4 AGREEMENT is held by a court of competent jurisdiction to be  
5 invalid, void, or unenforceable, the remaining provisions will  
6 nevertheless continue in full force and effect, and shall not be  
7 affected, impaired or invalidated in any way.

8 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
9 shall be governed by the laws of the State of California with venue  
10 in Orange County, California.

11 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
12 attached hereto constitute the entire agreement among the Parties to  
13 it and supercedes any prior or contemporaneous understanding or  
14 agreement with respect to the services contemplated, and may be  
15 amended only by a written amendment executed by both Parties to the  
16 AGREEMENT.

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

18 DISTRICT: SANTA ANA UNIFIED  
19 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

19 BY: \_\_\_\_\_  
20 Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

21 PRINTED NAME: Stefanie P. Phillips, Ed.D PRINTED NAME: Patricia McCaughey

22 TITLE: Deputy Superintendent Operations TITLE: Coordinator  
CBO

23 DATE: \_\_\_\_\_ DATE: April 5, 2016

24 95-6002823  
FEDERAL IDENTIFICATION NUMBER

25 Santa Ana USD-MAA 2016-2017(42852)  
ZIP4

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2016-2017**

**1. DISTRICT/SCHOOL**

Santa Ana Unified School District

Orange

*District School Name*

*County*

Claiming Unit:

*If different than name above.*

**2. DISTRICT SMAA COORDINATOR**

Diane Rey, RN, MSN

Program Specialist

*Name*

*District Job Title*

1629 South Center Street

Santa Ana, CA 92704

*Street Address*

*City, State, Zip*

*Mailing Address (if different than street address)*

*City, State, Zip*

(714) 433-3427

(714) 433-3425

diane.rey@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

**3. SUPERVISOR OF DISTRICT SMAA COORDINATOR**

Heidi Cisneros

Executive Director of Pupil Support Services

*Name*

*District Job Title*

(714) 433-3484

(714) 433-3450

heidi.cisneros@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

Check box for this person to be included in communications.

**4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE**

Laura Lopez

Medi-Cal Billing Programs Project Technician

*Name*

*District Job Title*

(714) 433-3428

(714) 433-3425

laura.lopez@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

Check box for this person to be included in communications.

**5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

Betty Calderon

Budget Analyst

*Name*

*District Job Title*

(714) 558-5608

(714) 480-5311

betty.calderon@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

Check box for this person to be included in communications.

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2016-2017**

Appendix A

**6. DATES SMAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER**

June 2016: 6/16/16 & 6/17/16 July 2016: \_\_\_\_\_

August 2016 \_\_\_\_\_ September 2016: \_\_\_\_\_

1. Laura Lopez (Medi-Cal Billing Programs Project Technician) 2. Wellindara "Linda" Keo (Department Specialist)

*Name of Alternate District Contact during summer (June-September, 2016)*

1. (714) 433-3428 2. (714) 433-3456 1. laura.lopez@sausd.us 2. wellindara.keo@sausd.us

*Phone*

*Email*

**7. FIRST STUDENT ATTENDANCE DATE(S)** August 17, 2016 \_\_\_\_\_, 2016

**8. STUDENT ATTENDANCE BREAKS** Winter: December 23, 2016 to January 17, 2017

Spring: April 03, 2017 to April 07, 2017

**9. SMAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR**

**Paradigm Healthcare Services**

*Company Name*

Jessica Holtrust

*Contact*

18008 Sky Park Circle

*Mailing Address*

(415) 317-3235

*Phone*

Account Manager

*Contact Job Title*

Irvine, California 92614

*City, State, Zip*

(949) 333-0289

*Fax*

jholtrust@paradigm-healthcare.com

*Email*

Laura Lopez

**PRINTED NAME OF PERSON FILLING OUT FORM**

Medi-Cal Billing Programs Project Technician

**JOB CLASSIFICATION TITLE**

April 19, 2016

**DATE**

**ADDITIONAL: (b) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE**

Wellindara "Linda" Keo

*Name*

Department Specialist

*District Job Title*

(714) 433-3428

*Phone (please include extension)*

(714) 433-3425

*Fax*

wellindara.keo@sausd.us

*Email*

Check box for this person to be included in communications.

APPENDIX B

**State RMTS Software Platform Fees**

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). Contract term is for a period of three years ending June 30, 2017. RMTS Software Platform Fees are currently structured on a monthly participant rate based on an aggregate participant count statewide of all LECs utilizing the PCG RMTS system each quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for quarter 1, the July-September quarter, these charges will be half the rate of the monthly fee and based on prior quarter participant count.

<b>Quarter</b>	<b>Monthly Rate/Participant</b>
Q1: July - September	\$0.25/participant/month
Q2: October - December	\$0.50/ participant/month
Q3: January - March	\$0.50/ participant/month
Q4: April - June	\$0.50/ participant/month

**SUPERINTENDENT'S Administrative Support Optional Service Fees**

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be added to the Administrative Support Fee percentage.

SUPERINTENDENT will assist DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Tape Match percentage".

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	July 1, 2016 - June 30, 2017

---

Name: Stefanie P. Phillips, Ed. D, Deputy Superintendent Operations, CBO Date  
 District: Santa Ana Unified School District



**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: Santa Ana Unified School District

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Stefanie P. Phillips, Ed. D

TITLE: Deputy Superintendent Operations, CBO

DATE: \_\_\_\_\_

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2016-2017**

**1. DISTRICT/SCHOOL**

Santa Ana Unified School District Orange  
*District School Name* *County*

Claiming Unit: \_\_\_\_\_  
*If different than name above.*

**2. DISTRICT SMAA COORDINATOR**

Diane Rey, RN, MSN Program Specialist  
*Name* *District Job Title*

1629 South Center Street Santa Ana, CA 92704  
*Street Address* *City, State, Zip*

\_\_\_\_\_  
*Mailing Address (if different than street address)* *City, State, Zip*

(714) 433-3427 (714) 433-3425 diane.rey@sausd.us  
*Phone (please include extension)* *Fax* *Email*

**3. SUPERVISOR OF DISTRICT SMAA COORDINATOR**

Heidi Cisneros Executive Director of Pupil Support Services  
*Name* *District Job Title*

(714) 433-3484 (714) 433-3450 heidi.cisneros@sausd.us  
*Phone (please include extension)* *Fax* *Email*

Check box for this person to be included in communications.

**4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE**

Laura Lopez Medi-Cal Billing Programs Project Technician  
*Name* *District Job Title*

(714) 433-3428 (714) 433-3425 laura.lopez@sausd.us  
*Phone (please include extension)* *Fax* *Email*

Check box for this person to be included in communications.

**5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

Betty Calderon Budget Analyst  
*Name* *District Job Title*

(714) 558-5608 (714) 480-5311 betty.calderon@sausd.us  
*Phone (please include extension)* *Fax* *Email*

Check box for this person to be included in communications.

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2016-2017**

Appendix A

**6. DATES SMAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER**

June 2016: 6/16/16 & 6/17/16 July 2016: \_\_\_\_\_

August 2016 \_\_\_\_\_ September 2016: \_\_\_\_\_

1. Laura Lopez (Medi-Cal Billing Programs Project Technician) 2. Wellindara "Linda" Keo (Department Specialist)  
*Name of Alternate District Contact during summer (June-September, 2016)*

1. (714) 433-3428 2. (714) 433-3456 1. laura.lopez@sausd.us 2. wellindara.keo@sausd.us  
*Phone Email*

**7. FIRST STUDENT ATTENDANCE DATE(S)** August 17 . 2016 \_\_\_\_\_ , 2016

**8. STUDENT ATTENDANCE BREAKS** Winter: December 23, 2016 to January 17 . 2017

Spring: April 03, 2017 to April 07 , 2017

**9. SMAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR**

Paradigm Healthcare Services

*Company Name*

Jessica Holtrust

Account Manager

*Contact*

*Contact Job Title*

18008 Sky Park Circle

Irvine, California 92614

*Mailing Address*

*City, State, Zip*

(415) 317-3235

(949) 333-0289

jholtrust@paradigm-healthcare.com

*Phone*

*Fax*

*Email*

Laura Lopez

Medi-Cal Billing Programs Project Technician

**PRINTED NAME OF PERSON FILLING OUT FORM**

**JOB CLASSIFICATION TITLE**

April 19, 2016

**DATE**

**ADDITIONAL: (b) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE**

Wellindara "Linda" Keo

Department Specialist

*Name*

*District Job Title*

(714) 433-3428

(714) 433-3425

wellindara.keo@sausd.us

*Phone (please include extension)*

*Fax*

*Email*

Check box for this person to be included in communications.

APPENDIX B

**State RMTS Software Platform Fees**

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). Contract term is for a period of three years ending June 30, 2017. RMTS Software Platform Fees are currently structured on a monthly participant rate based on an aggregate participant count statewide of all LECs utilizing the PCG RMTS system each quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for quarter 1, the July-September quarter, these charges will be half the rate of the monthly fee and based on prior quarter participant count.

<b>Quarter</b>	<b>Monthly Rate/Participant</b>
Q1: July - September	\$0.25/participant/month
Q2: October - December	\$0.50/ participant/month
Q3: January - March	\$0.50/ participant/month
Q4: April - June	\$0.50/ participant/month

**SUPERINTENDENT'S Administrative Support Optional Service Fees**

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be added to the Administrative Support Fee percentage.

SUPERINTENDENT will assist DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Tape Match percentage".

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	July 1, 2016 - June 30, 2017

---

Name: Stefanie P. Phillips, Ed. D, Deputy Superintendent Operations, CBO Date  
 District: Santa Ana Unified School District

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: Santa Ana Unified School District

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Stefanie P. Phillips, Ed. D

TITLE: Deputy Superintendent Operations, CBO

DATE: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Data-Sharing Agreement between University of California, Los Angeles and Santa Ana Unified School District for June 8, 2016 through June 30, 2017**

**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**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the data-sharing agreement between University of California, Los Angeles (UCLA) and the Santa Ana Unified School District for June 8, 2016 through June 30, 2017. This agreement will allow for sharing information between the parties in relation to the Orange County (OC) Early Development Index (EDI) Validation Study. The purpose of the study is to understand the relationship between the developmental status of children in kindergarten and children's later educational outcomes.

<b>ITEM SUMMARY:</b>
New state and federal laws require data sharing agreements between District and external service providers.

**RATIONALE:**

The District data will be used by the researchers at UCLA to identify which groups of children are most likely to fall behind on academic outcomes or require additional services. Based on the findings, the researchers will provide recommendations on cost-effective investments and intervention strategies to help prevent children from falling behind in school. These findings will allow leaders to make future decisions that are likely to improve student achievement.

This agreement supports LCAP goal 1.2 "Implement progress monitoring assessments for all academic programs."

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the data-sharing agreement between University of California, Los Angeles and the Santa Ana Unified School District for June 8, 2016 through June 30, 2017.

## Memorandum of Agreement

By and Between Santa Ana Unified School District and  
University of California, Los Angeles (UCLA)

This agreement is entered into by the UCLA and Santa Ana Unified School District (“SAUSD”), whose address is 1601 East Chestnut Avenue, Santa Ana, California 92701 for the purpose of sharing information between the parties in relation to the OC EDI Validation Study.

The purpose of the OC EDI Validation Study is to understand the predictive relations between the developmental status of children in kindergarten, as measured by the Early Development Index (EDI) collected in 2009-2010 and 2011-2012, and children’s later educational outcomes, as measured by additional District administrative data including academic achievement, grade retention, special education placement, time spent transitioning from ELL status to English proficiency, and absenteeism. Specifically, we are asking the research question: Which groups of children (as characterized by the five EDI domains) are most likely to fall behind on academic skills, be grade retained, be placed into special education, fail to transition from ELL status in a timely manner, and have greater rates of absenteeism?

Our intention is that by identifying which groups of children are most likely to require later additional costs to the SAUSD (e.g., due to grade retention, absenteeism, etc.), the potential of early interventions and investments in cost-effective ways can be considered. We have selected SAUSD as a collaborator because the initial EDI collection has provided the opportunity to link the EDI data with more recent administrative data from the district for this novel look at how the EDI domains at the beginning of children’s schooling experiences relate to later important educational outcomes.

We see three key components to our project:

1. We propose analyses that will provide descriptive, snapshot information of kindergarteners’ skills in the five EDI domains (i.e., social competence, emotional maturity, physical health and well-being, language and cognitive development, and communication skills and general knowledge).
2. We propose identifying which groups of children, as defined by the EDI and demographic factors, are most likely to fall behind on academic outcomes or require additional school services.
3. Based on these findings, we propose providing recommendations on cost-effective investments and intervention strategies to help prevent children from falling behind in school.

Our timeline includes receiving the data in June and preparing an official report to Santa Ana Unified School District by September 2016.

- I. **PARTIES.** The UCLA is a local educational authority authorized to maintain student testing and demographic data and is a willing partner in OC EDI Validation Study between 6/7/2016 and 6/6/2017. Organization needs access to administrative student records to link with EDI data already collected.

We are requesting administrative data on children from the 9 elementary schools that collected the EDI assessments in 2009-2010 and from the 11 elementary schools that collected the EDI assessments in 2011-2012. Therefore, we are not proposing any new data collection. To facilitate this request, we propose to send the District an encrypted excel file listing the Student IDs for whom we have EDI records. These will be the same Student IDs the District provided to UCLA during the EDI data collection process in 2009-2010 and 2011-2012. Our request is for the District to extract the data listed into the excel file for these (and only these records). Then, we request that the District send UCLA the encrypted excel file so that UCLA can link the administrative records to the EDI records. Once this is done, then the data file is de-identified and the statistical, group-level analysis will be run in partnership with UCI researchers. The table below outlines the specific variables and years we are requesting.



<b>Data Element Requested</b>	<b>Year Requested</b>
School name	Cohort 1: 2012-13 Cohort 2: 2014-15
Class ID	Cohort 1: 2009-10 Cohort 2: 2011-12
Student ID	Cohort 1: any year Cohort 2: any year
School type	Cohort 1: 2012-13 Cohort 2: 2014-15
Student address	Cohort 1: 2012-13 Cohort 2: 2014-15
DOB child	Cohort 1: any year Cohort 2: any year
Days absent since start of year	Cohort 1: 2010-11, 2011-12, 2012-13 Cohort 2: 2012-13, 2013-14, 2014-15
Absent due to illness	Cohort 1: 2010-11, 2011-12, 2012-13 Cohort 2: 2012-13, 2013-14, 2014-15
Gender	Cohort 1: any year Cohort 2: any year
Ethnicity	Cohort 1: any year Cohort 2: any year
ELL status	Cohort 1: 2009-10, 2010-11, 2011-12, 2012-13 Cohort 2: 2011-12, 2012-13, 2013-14, 2014-15
Free/reduced lunch status	Cohort 1: 2009-10, 2012-13 Cohort 2: 2011-12, 2014-15
Test scores STAR 2 <sup>nd</sup> grade (2011-2012)	Cohort 1: 2011-12
Test Scores STAR 3 <sup>rd</sup> grade (2012-2013)	Cohort 1: 2012-13
Test Scores Smarter/Balanced 3 <sup>rd</sup> grade (2014-2015)	Cohort 2: 2014-2015
Placement in Special Ed classes	Cohort 1: 2010-11, 2011-12, 2012-13 Cohort 2: 2012-13, 2013-14, 2014-15
Grade retention	Cohort 1: 2010-11, 2011-12, 2012-13 Cohort 2: 2012-13, 2013-14, 2014-15

Because there is no new data collection, there is no time commitment for participants. Furthermore, there would be minimal risks/benefits for participants. Benefits are intended for schools to help them understand how to better utilize these early school assessments for prediction purposes.

II. CONFIDENTIALITY COMPLIANCE. To affect the transfer of data subject to federal, state and local laws or regulations, UCLA agrees to:

1. Use data shared under this agreement for no purpose other than OC EDI Validation Study. UCLA further agrees not to share data received under this MOA with any other entity, except without any personally identifying information, without District approval.

2. Require all employees, contractors and agents of any kind to comply with all applicable provisions of federal, state and local laws with respect to the data shared under this agreement. UCLA agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other entity for any purpose other than completing UCLA work as authorized through its data collection and evaluation for the OC EDI Validation Study.
3. Maintain all data obtained pursuant to this agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual teachers, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from UCLA to any other institution or entity aside from SAUSD and its designated representatives.
4. Not disclose any data contained under this agreement in a manner, which could identify any individual teacher, to any other entity. UCLA may publish results of studies authorized by this agreement, but specifically agrees to abide to a “small numbers” policy of deleting all data items that include any group of individuals less than ten, and to require all employees, contractors and agents of any kind to also abide by that policy.
5. Take reasonable steps to insure the physical security of such data under its control, including, but not limited to: fire protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.
6. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to SAUSD. UCLA agrees to require all employees, contractors, or agents of any kind to comply with this provision. No other entity is authorized to continue research-using data obtained under this agreement upon the cessation of studies conducted under the direct supervision of SAUSD.

III. DATA REQUESTS. SAUSD may decline to comply with a request in part at its discretion if it determines that providing the data element requested would not be in the best interest of current or former students in SAUSD schools. All requests shall include a statement of purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. The parties may agree to accept teacher-level data requests by electronic mail or facsimile.

IV. AUTHORIZED REPRESENTATIVE. Neal Halfon and Lisa Stanley are the authorized representatives able to request data under this agreement, unless notification in writing is submitted to District reflecting an alternate representative. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. UCLA is required to notify SAUSD in writing of any need to retain data past the completion date set out in the original request. SAUSD may upon request review the records required to be kept under this section.

V. RELATED PARTIES. UCLA represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

VI. TERM. This agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.

VII. MODIFICATIONS. This agreement expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representatives of the UCLA and SAUSD.

Entered into this 8<sup>th</sup> day of June, 2016.

---

Lucinda N. Pueblos

Assistant Superintendent

K-12 School Performance and Culture

---

Neal Halfon, M.D., M.P.H.

Director

UCLA Center for Healthier Children, Families  
and Communities

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Data-Sharing Agreement between Northwest Evaluation Association and Santa Ana Unified School District for June 8, 2016 through June 30, 2019**

**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**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the data-sharing agreement between Northwest Evaluation Association (NWEA) and the Santa Ana Unified School District for June 8, 2016 through June 30, 2019. The data-sharing is part of the research collaboration between NWEA and the District. The purpose of this research information is to support the District in continuous improvement.

<b>ITEM SUMMARY:</b>
New state and federal laws require data sharing agreements between District and external service providers.

**RATIONALE:**

The District data will be used by researchers, at NWEA, to study research questions deemed important to achieve the District's goals and objectives. NWEA will be conducting studies that are specific to the District. This work will assist the District in evaluating the strengths and weaknesses of its policies and programs. The ultimate purpose of this research collaboration is to provide analytic findings about the relative effectiveness of different programs and interventions. These findings will allow leaders to make future decisions that are likely to improve student achievement.

This agreement supports LCAP goal 1.2 "Implement progress monitoring assessments for all academic programs."

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the data-sharing agreement between Northwest Evaluation Association and the Santa Ana Unified School District for June 8, 2016 through June 30, 2019.

**Memorandum of Agreement**  
By and Between Santa Ana Unified School District and  
Northwest Evaluation Association

This agreement is entered into by the Northwest Evaluation Association (“NWEA”) and Santa Ana Unified School District (“SAUSD”), whose address is 1601 East Chestnut Avenue, Santa Ana, California 92701 for the purpose of sharing information between the parties in relation to the NWEA/SAUSD research collaboration which aim to use SAUSD specific research to support the District in continuous improvement.

- I. **PARTIES.** The NWEA is an Oregon nonprofit corporation authorized to maintain student data and is a willing partner in research collaborations between June 8, 2016 and June 30, 2019. Organization needs access to administrative data including but not limited to standardized tests, student demographics, course information and graduation, culture and climate indicators, social-emotional skills, and school information.
- II. **CONFIDENTIALITY COMPLIANCE.** To affect the transfer of data subject to federal, state and local laws or regulations, NWEA agrees to:
1. Use data shared under this agreement for no purpose other than research collaborations. NWEA further agrees not to share data received under this MOA with any other entity, except without any personally identifying information, without District approval.
  2. Require all employees, contractors and agents of any kind to comply with all applicable provisions of federal, state and local laws with respect to the data shared under this agreement. NWEA agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other entity for any purpose other than completing NWEA’s work as authorized through the research collaboration work.
  3. Maintain all data obtained pursuant to this agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual teachers, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from NWEA to any other institution or entity aside from SAUSD and its designated representatives.
  4. Not disclose any data contained under this agreement in a manner, which could identify any individual teacher, to any other entity. NWEA may publish results of studies authorized by this agreement, but specifically agrees to abide to a “small numbers” policy of deleting all data items that include any group of individuals less than ten, and to require all employees, contractors and agents of any kind to also abide by that policy.
  5. Take reasonable steps to insure the physical security of such data under its control, including, but not limited to: fire protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.

6. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to SAUSD within sixty (60) days' of NWEA's receipt of SAUSD's written request. NWEA agrees to require all employees, contractors, or agents of any kind to comply with this provision. No other entity is authorized to continue research-using data obtained under this agreement upon the cessation of studies conducted under the direct supervision of SAUSD.
- III. DATA REQUESTS. SAUSD may decline to comply with a request in part at its discretion if it determines that providing the data element requested would not be in the best interest of current or former students in SAUSD schools. All requests shall include a statement of purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. The parties may agree to accept teacher-level data requests by electronic mail or facsimile.
  - IV. AUTHORIZED REPRESENTATIVE. Nate Jensen and Jim Soland are the authorized representatives able to request data under this agreement, unless notification in writing is submitted to District reflecting an alternate representative. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. NWEA is required to notify SAUSD in writing of any need to retain data past the completion date set out in the original request. SAUSD may upon request review the records required to be kept under this section.
  - V. RELATED PARTIES. NWEA represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.
  - VI. TERM. This agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.
  - VII. MODIFICATIONS. This agreement expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representatives of the NWEA and SAUSD.

Entered into this 7th day of June, 2016.

\_\_\_\_\_  
 Lucinda N. Pueblos  
 Assistant Superintendent  
 K-12 School Performance and Culture

\_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of Partnership Agreement with SunPower Corporation for Period of June 27 through July 1, 2016

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D, Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Don Isbell, Director, Career Technical Education

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with the SunPower Corporation for the period of June 27 through July 1, 2016. This agreement will allow thirty-five students and three student-teaching assistants the opportunity to participate in a summer-high school internship program at Santiago Canyon Community College.

**ITEM SUMMARY**

- 40 hours of solar work-based learning
- Learn to sell, design & build a residential solar electric system
- Field trip to local green tech organizations

**RATIONALE:**

Graduating eighth grade students from each of our intermediate schools were provided the opportunity to complete applications for the summer 2016 academy experience. This is the third year that we have had the opportunity to partner with SunPower Corporation to offer the “SunPower Solar Science Academy” for the students in SAUSD. This week long internship program will provide thirty-five incoming freshmen students with an in-depth experience in solar energy. Students will complete 40 hours of training in both solar science and renewable energy resources. The program capstone includes the students developing a solar energy installation and making a presentation of their plan to professionals in the solar energy industry. Students and student interns will be receiving a student completion award from SUNPOWER as part of the academy experience.

LCAP Goal 2.11: Establish partnerships that ensure student success.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the agreement with the SunPower Corporation for the period of June 27 through July 1, 2016.

# SUNPOWER®

This Sponsorship Agreement (this “Agreement”), between SunPower Corporation (“SunPower”) and Santa Unified School District (the “District”), takes effect on June 27, 2016 (the “Effective Date”).

## RECITALS

Whereas, SunPower has developed a week-long, solar-energy education program—including the curricula and materials associated therewith—that is designed to benefit select students and teachers from the District (as more fully described in attached *Exhibit 1: Description of the Academy*, the “SunPower Solar Energy Academy” or the “Academy”);

Whereas, utilizing the sponsorship, funding, curricula, and support provided by SunPower—and the support of Vital Link—the District desires to implement SunPower’s program and conduct the Academy in 2016 and 2017; and

Whereas, SunPower and the District desire to enter into an agreement to govern SunPower’s sponsorship of each Academy and its provision of curricula, funding, and support for each Academy, and the District’s implementation and management of each Academy.

Therefore, SunPower and the District each agree to the following:

## AGREEMENT

**1. SunPower’s Obligations.** In connection with each Academy and this Agreement, SunPower will:

- A. Provide to the District all information, curricula, and materials necessary for the District to conduct each Academy.
- B. Subject to the District’s obligations described in attached *Exhibit 2: Use of the SunPower Marks* and Section 2 below, grant to the District a limited, non-exclusive, non-transferable, royalty-free license to use the information, curricula, and materials provided by SunPower—as well as SunPower’s trademarks, logos, trade name, and service marks—in connection with each Academy and this Agreement (as more fully described in attached *Exhibit 2: Use of the SunPower Marks*, the “License”).
- C. Provide to the District the following funding and in-kind contributions:

SunPower’s Funding and In-kind Contributions— 2016 and 2017 Academies	In kind	Cash
<i>SunPower swag</i> (bags, water bottles, t-shirts, USB, etc.)	2,508.00	
<i>Soft copy of updated curriculum</i>	2,000.00	
<i>Stipend per student</i>		8,000
<i>Stipend per TA</i>		600
<i>Secure GRID Alternatives speaker</i>	250.00	



<i>SunPower speaker</i>	250.00	
<i>SunPower employee support 1 or 2 days</i>	800.00	
<i>SunPower/solar industry judges for graduation day</i>	400.00	
<i>Future 2016 spring event internships with Vital Link</i>		864.00
<i>Snacks - 5 days</i>	0.00	
<i>Academy lunch 4 days</i>		2,200.00
<i>Academy lunch graduation day</i>	0.00	
<b>2016 subtotal</b>	<b>\$6,208.00</b>	<b>\$11,664.00</b>
<b>2017 subtotal</b>	<b>\$6,208.00</b>	<b>\$11,664.00</b>
	<b>\$12,416.00</b>	<b>\$23,328.00</b>
	<b>\$35,744.00</b>	

- i. SunPower will provide \$11,664 in cash, and in-kind consideration valued at \$6,208, to the District (or to Vital Link or any third-party designated by the District) as required in connection with the 2016 SunPower Solar Energy Academy by June 15, 2016.
- ii. SunPower will provide \$11,664 in cash, and in-kind consideration valued at \$6,208, to the District (or to Vital Link or any third-party designated by the District) as required in connection with the 2017 SunPower Solar Energy Academy by June 15, 2017.
- iii. If, because of changes to the Academy (beyond what is described in attached *Exhibit 1: Description of the Academy*) or increases in costs that result from circumstances beyond the control of the District, additional funding or in-kind contributions are required to conduct the Academy, SunPower and the District must agree to such amounts before the District may incur such costs or SunPower will have any responsibility therefor. Unless SunPower reasonably objects to the necessity of incurring such additional costs or expenses, SunPower will pay such additional costs or expenses.

D. To the fullest extent permitted by law, indemnify, defend, and hold the District—including its the officers, agents, directors, employees, volunteers, and board—harmless against any claims, liabilities, losses, damages (including attorneys’ fees), or causes of action (“Claims”) that arise in connection with an Academy, this Agreement, or the District’s authorized use of SunPower’s trademarks, trade names, logos, service marks, or information, materials, or curricula provided by SunPower hereunder unless such Claim is based upon the negligence or willful misconduct of the District. In addition, SunPower will not settle any Claim that affects the District, unless such settlement includes a complete, express, and unconditional release of the District with respect to such Claim.

**2. The District’s Obligations.** In connection with each Academy and this Agreement, the District will:

- A. Refrain from designating or identifying any person or entity other than SunPower as the sponsor of the Academy, or soliciting any other party to be a sponsor of the Academy; and, the District must refer to each Academy as the “SunPower Solar Energy Academy”, and clearly identify SunPower as the sponsor of the Academy, in all promotional materials or activities conducted, produced, or published by the District in connection with this Agreement or any Academy.

- B. Refrain from modifying any materials or curricula provided by SunPower hereunder—or, during any Academy, deviating from the curricula or instructions provided by SunPower—unless the District has received written permission from SunPower beforehand.
- C. Refrain from sharing, disclosing, or distributing any information, curricula, or materials provided by SunPower hereunder to any third party, unless the District has received written permission from SunPower beforehand; all information, curricula, and materials provided by SunPower hereunder—or developed or created in connection with this Agreement or any Academy—are, and will be, the exclusive property of SunPower.
- D. Refrain from using SunPower’s trademarks, trade names, logos, or services marks, except as expressly permitted under the License or according to written instructions provided by SunPower.
- E. To the fullest extent permitted by law, indemnify, defend, and hold SunPower—including its the officers, agents, directors, employees, volunteers, and shareholders—harmless against any Claims that arise in connection with an Academy, this Agreement, or the District’s unauthorized use of SunPower’s trademarks, trade names, logos, service marks, or information, materials, or curricula provided by SunPower hereunder, unless such Claim is based upon the negligence or willful misconduct of SunPower. In addition, this District will not settle any Claim that affects SunPower, unless such settlement includes a complete, express, and unconditional release of SunPower with respect to such Claim.
- F. Within forty-five (45) days after the completion of any Academy, provide to SunPower—in a form reasonably acceptable to SunPower—a report that contains all information and data related to such Academy or this Agreement that SunPower reasonably requests.

**3. Term; Termination.** Unless renewed or terminated pursuant to this Section 3, the term of this Agreement will begin on the Effective Date and continue for two (2) years thereafter (the “Term”). Upon expiration of the Term, if SunPower and the District agree in writing, this Agreement may be extended for an additional one-year period in connection with future Academies.

- A. SunPower may terminate this Agreement under the following circumstances:
  - i. If the District fails to perform its obligations under this Agreement (including its obligations described in attached Exhibit 2: Use of the SunPower Marks); within forty-five (45) days of any termination by SunPower pursuant to this Section 3(A)(i), the District must refund to SunPower the unused portion of all funding received by it from SunPower in connection with this Agreement.
  - ii. At any time, in SunPower’s sole discretion; within forty-five (45) days of any termination by SunPower pursuant to this Section 3(A)(ii), the District must refund to SunPower the unused portion of all funding received by it from SunPower in connection with this Agreement.
- B. The District may terminate this Agreement if SunPower fails to perform its obligations hereunder; if the District terminates this Agreement as the result of such failure by SunPower, the District is not obligated to return any funding received by it from SunPower in connection with this Agreement.
- C. The confidentiality and indemnification obligations of both SunPower and the District—as well as the District’s obligations under the License and *Exhibit 2: Use of the SunPower Marks*—will survive any termination of this Agreement.

**4. Miscellaneous Provisions.**

- A. *Nature of Relationship.* This Agreement does not create any partnership, joint venture, employment, agency, fiduciary, or similar business or tax relationship between SunPower and the District; and, neither SunPower, nor the District legally may bind or obligate the other in any way. In addition, SunPower, and

the District each are responsible for its respective insurance, tax, benefit, statutory or regulatory, and other contractual obligations related to its operation or its performance under this Agreement.

- B. *Disputes.* SunPower and the District will make good-faith efforts to resolve any dispute that arises in connection with this Agreement. If they are unable to resolve any such dispute, SunPower and the District each agree to have such dispute resolved by binding arbitration that is conducted by a mutually-selected, neutral arbitrator, in San Jose, California, pursuant to the rules of Alternative Dispute Resolution defined by the Superior Court of California.
  - i. *Limitation on Liability.* Except for liability that arises in connection with its confidentiality or indemnification obligations under this Agreement, neither SunPower nor the District will be liable to the other under this Agreement, in the aggregate, for an amount greater than the amounts described in Section 1(c). In addition, neither SunPower nor the District will be liable to the other under this Agreement for any consequential, punitive, special, or indirect damages.
- C. *Authorization.* SunPower and the District each warrant that it has obtained all necessary approvals and consents required to execute this Agreement and perform its obligations hereunder, and, that the person executing this Agreement on its behalf is fully authorized to do so.
- D. *Modification; Amendment.* Any modification or amendment to this Agreement must be set forth in a written document, signed by both SunPower and the District, before it becomes effective or legally binding.
- E. *Assignment.* Neither SunPower nor the District may assign or transfer its obligations or responsibilities under this Agreement without the prior, written consent of the other.
- F. *Execution in Counterparts.* SunPower and the District may execute this Agreement in one or more counterparts. Each counterpart will be considered an original; and, together, the counterparts will constitute a single instrument.

*[signature page to follow]*

**Executed by:**

**SunPower Corporation**

By: \_\_\_\_\_  
Name: SunPower Corporation  
Title: \_\_\_\_\_

**Santa Ana Unified School District**

By: \_\_\_\_\_  
Name: Michelle Rodriguez, Ed.D.  
Title: Assistant Superintendent, K-12 Teaching and Learning

## Exhibit 1: Description of the Academy

### 1. Project Background:

#### SunPower Solar Energy Academy

The District is partnering with SunPower to bring a week-long, intensive, work-based learning experience to Santa Ana Unified School District high school students. The Academy **promotes college-going culture** and empowers youth to **explore potential careers in STEM fields**. The experience includes lectures from solar professionals, hands-on activities and field visits. Lessons cover the anatomy of a residential solar project life cycle, as well as the District's solar systems. In collaborative teams, students learn up-to-date solar professional information about the professional scope, financial and environmental economics, design, permitting, installation and maintenance.

**Students and teachers will gain an understanding of solar career opportunities, professional development skills, and make deeper connections about the applicability of STEM disciplines.** The Academy will help promote the opportunities for growth at the District, and inspire students to aspire to achieve higher education. The Academy also connects students with mentors from STEM career fields, empowering students to envision their future in advanced energy and renewable energy careers.

#### A. Academy Highlights:

- 40 hours of solar work-based learning
- Learn to sell, design and build a residential solar electric system
- Transportation, lunch, materials included
- Campus Tour and Admissions Guidelines
- No cost to high school students
- Field trip to local green tech organizations
- Lectures by industry professionals

#### B. Curriculum Daily Themes

- Day One: Why Solar?
- Day Two: Renewables and Sustainability
- Day Three: Economics for Solar Projects
- Day Four: Careers & Opportunities
- Day Five: Final Presentations & Graduation

#### C. Locations & Dates:

- June 27 - July 1, 2016
- Santiago Canyon College

## 2. Total Estimated Budget for Santa Ana Solar Energy Academy

<b>Staff</b>		
Lead Teacher	\$1,500.00	
Teacher (2)	\$2,000.00	\$1000/teacher
Teaching Assistant (3)	\$900.00	\$300/TA.
Project Management		
<b>Students</b>		
Stipend (35)	\$5,250.00	\$150/student
<b>Food</b>		
5 days breakfast/snacks/water	\$490.00	
4 days lunch (Lunch for 42-44 people)	\$1,900.00	
Grad lunch	\$1,400.00	
<b>Sun Power Materials</b>	<b>Cost</b>	<b>Notes</b>
Curriculum Printing	\$389.00	
Handouts	\$24.00	
Misc. Equipment/Supplies/FedEx	\$157.88	
Graduation Misc. Day	\$140.54	
Misc.	\$20.00	
Daily bus transportation by District	\$0.00	
SWAG for students	\$1,400.00	by SunPower
Hands on activity	\$1,800.00	by SunPower
<b>Bus Transportation</b>		
Daily bus transportation by District	\$0.00	
Field trip bus	\$500.00	
Sub Total	17,871.42	
<b>TOTAL</b>	<b>\$17,871.42</b>	

**3. Members of Project Team:**

**A. The District:**

- Don Isbell, Director CTE, Santa Ana Unified School District

**B. SunPower Corporation:**

- Renee Solari, Program Manager for Education Services, SunPower Corporation

## **Exhibit 2: Use of the SunPower Marks**

Pursuant to Section 1(B) of the Agreement—to which this Exhibit 2 is attached and incorporated into—SunPower grants to the District a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license (the “License”) to use the SunPower Marks in connection with the District’s performance under the Agreement and its marketing and promotional activities related to each Academy (the “Purpose”). This Exhibit 2 contains the terms and conditions that govern the District’s use of the SunPower Marks under the License, as well as the District’s obligations with respect to such use of the SunPower Marks.

SunPower’s grant of the License to the District will remain effective during the term of the Agreement, unless terminated pursuant to the Agreement. However, if the District violates the terms of use contained herein or otherwise breaches the Agreement, SunPower may terminate the License, without liability, upon written notice to the District. Termination of the License by SunPower will not limit, reduce, or waive any remedy available to SunPower under the Agreement (including this Exhibit 2) in connection with the District’s breach of the Agreement or its obligations hereunder.

### **Conditions of Use; The District’s Obligations**

In connection with the License and the District’s use of the SunPower Marks, the District agrees that:

1. The District only will use the SunPower Marks, at its cost, for the Purpose and in the form and format provided by SunPower and as instructed by SunPower. The District may not modify the SunPower Marks or use the SunPower Marks in any manner that SunPower has not approved—such approval may not be unreasonably withheld, conditioned, or delayed by SunPower—and, SunPower must approve each use of the SunPower Marks before its publication or distribution.
2. The District will use the trademark registration symbol, and any other symbols or other mark required by law, in connection with the District’s use of the SunPower Marks. In addition, with each separate piece of marketing material that uses the SunPower Marks (such as printed materials, web sites, etc.), The District will include, at least once, the following statement: “The SunPower Marks and Logo are owned by SunPower Corporation and are used herein under license. The SunPower Mark and logo are registered at the U.S. Patent and Trademark Office and in other jurisdictions around the world.”
3. The District acknowledges and agrees that the SunPower Marks are solely and exclusively owned by SunPower Corporation, and any use of the SunPower Marks will inure to the benefit of SunPower; and, the District, under the License or otherwise, has no rights or interests in, or title to, the SunPower Marks. In addition, the District will not take any action that, as determined solely by SunPower, may impair SunPower’s rights in, or title to, the SunPower Marks.
4. To the fullest extent permitted by law, the District will indemnify, defend, and hold SunPower—including the affiliates, officers, agents, shareholders, directors, employees, and principles of SunPower—harmless against any claims, liabilities, losses, damages (including attorneys’ fees), or causes of action (“Claims”) that arise in connection with any use of the SunPower Marks by the District that violates the terms and conditions contained in this Exhibit 2, was not approved or authorized by SunPower, was not for the Purpose, or otherwise exceeds the scope of the License. In addition, the District will not settle any Claim, unless such settlement includes a complete, express, and unconditional release of SunPower with respect to such Claim.



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Intranet Network Support Services Agreement with Orange County Superintendent of Schools for Fiscal Year 2016 –17**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Ricardo Enz, Director, Information Technology Center**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of intranet network support services agreement with Orange County Superintendent of Schools for fiscal years 2016-17. This support agreement allows the District to transfer fiscal and payroll data to the Orange County Superintendent of Schools.

**ITEM SUMMARY:**

- Approve Intranet Support Agreement
- Supports Electronic Fiscal Data transfers to OCDE
- One-year Term July 1, 2017 – June 30, 2018

**RATIONALE:**

This agreement with the Orange County Superintendent of Schools will provide ongoing Intranet data connectivity services and support Districtwide. The term of the Agreement covers a period of one year commencing on July 1, 2016 and ending on June 30, 2017, subject to renewals upon mutual written agreement. The fees charged through this agreement are for support services provided by the Orange County Superintendent of Schools for the intranet data connection between their office and the District office.

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

**FUNDING:**

Technology Fund: \$2,000

**RECOMMENDATION:**

Approval of Intranet network support services agreement with Orange County Superintendent of Schools for fiscal year 2016-17, in the amount of \$2,000.

DH:lr

2016-2017  
NETWORK SUPPORT SERVICES AGREEMENT  
SANTA ANA UNIFIED SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 12th day of April, 2016, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTEDENT, and Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)
6. Data Center Site Services (Separate contract required)

1 7. Cloud Storage

2 8. Email Archiving

3 3.0 TERM. This AGREEMENT shall be in full force and effect for  
4 the period commencing July 1, 2016, and ending on June 30, 2017,  
5 subject to termination as set forth in this AGREEMENT.

6 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services  
7 rendered pursuant to Section 2.0 of this AGREEMENT a total amount  
8 not to exceed Two thousand dollars (\$2,000.00). The charges are  
9 based on the actual expenses incurred by SUPERINTENDENT in  
10 supporting the connectivity between DISTRICT and SUPERINTENDENT  
11 through the telephone companies, Internet service providers, and  
12 vendors providing equipment, lines and services. DISTRICT shall be  
13 notified in writing of any increase in charges incurred by  
14 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay  
15 SUPERINTENDENT the actual charges within thirty (30) days upon  
16 receipt of an itemized invoice in triplicate from the  
17 SUPERINTENDENT. Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<b><u>ANNUAL FEES</u></b>		
1.	<u>\$2,000.00</u>	Annual data circuit network management.
2.	<u>\$ 0.00</u>	Cloud Storage
3.	<u>\$ 0.00</u>	Email archiving/storage per terabyte.
4.	<u>\$ 0.00</u>	Email archiving/administration per terabyte
<b>TOTAL FEES:</b>		<b><u>\$2,000.00</u></b>

24 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing  
25 technical support and assistance on SUPERINTENDENT'S Network between

1 the DISTRICT and SUPERINTENDENT, provided however, that the  
2 availability or performance of this technical support service shall  
3 not be construed as altering or affecting SUPERINTENDENT'S  
4 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S  
5 technical support via telephone shall be provided to DISTRICT  
6 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,  
7 excluding SUPERINTENDENT'S holidays.

8 6.0 TRAINING. SUPERINTENDENT will provide, at no additional  
9 charge, such assistance and advice, if requested, as may be  
10 necessary to assist DISTRICT personnel in the use and operation of  
11 the equipment installed by SUPERINTENDENT to enable DISTRICT to make  
12 optimum use of the network services Monday through Friday from 7:00  
13 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
15 shall be an independent contractor and shall be wholly responsible  
16 for the manner in which the services required by the terms of this  
17 AGREEMENT are performed. Nothing herein contained shall be  
18 construed as creating the relationship of employer and employee, or  
19 principal and agent, between SUPERINTEDENT and DISTRICT.  
20 SUPERINTENDENT assumes the responsibility for the acts of its  
21 employees or agents as they relate to the services to be provided.  
22 SUPERINTENDENT, its officers, agents, and employees, shall not be  
23 entitled to any rights, and/or privileges of DISTRICT'S employees  
24 and shall not be considered in any manner to be DISTRICT'S  
25 employees.

1  
2 8.0 HOLD HARMLESS.

3 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
4 hold harmless DISTRICT, its Governing Board, officers, agents, and  
5 employees from every claim or demand and every liability loss,  
6 damage, or expense of any nature whatsoever which may be incurred by  
7 reason of any negligent acts or omissions of employees, agents or  
8 officers of SUPERINTENDENT or the Orange County Board of Education  
9 during the period of this AGREEMENT.

10 B. DISTRICT hereby agrees to indemnify, defend, and hold  
11 harmless SUPERINTENDENT, the Orange County Board of Education, and  
12 its officers, agents, and employees from every claim or demand and  
13 every liability, loss, damage, or expense of any nature whatsoever  
14 which may be incurred by reason of any negligent acts or omissions  
15 of employees, agents or officers of DISTRICT during the period of  
16 this AGREEMENT.

17 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
18 they will not engage in unlawful discrimination of persons because  
19 of race, color, religious creed, national origin, ancestry, physical  
20 handicap, medical condition, marital status, or sex of such persons.

21 10.0 APPLICABLE LAW. The services completed herein must meet the  
22 approval of the DISTRICT'S general right of inspection to secure the  
23 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
24 to comply with all federal, state and local laws, rules, regulations  
25 and ordinances that are now or may in the future become applicable  
to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of  
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this  
4 AGREEMENT or the performance of any of the services set forth in  
5 this AGREEMENT without prior written approval of the non-assigning  
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by  
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the  
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
12 use of any tobacco products are prohibited in buildings and  
13 vehicles, and on any property owned, leased or contracted for by the  
14 SUPERINTENDENT. Failure to abide with conditions of this policy  
15 could result in the termination of this AGREEMENT.

16 14.0 NOTICES. All notices or demands to be given under this  
17 AGREEMENT by either party to the other shall be in writing and given  
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
19 registered or certified mail, return receipt requested, with postage  
20 prepaid. Service shall be considered given when received if  
21 personally served or, if mailed, on the third (3rd) day after  
22 deposit in any U.S. Post Office. The address to which notices or  
23 demands may be given by either party may be changed by written  
24 notice given in accordance with the notice provisions of this  
25 section. As of the date of this AGREEMENT the addresses of the  
parties are as follows:

1 DISTRICT: Santa Ana Unified School District  
2 1601 East Chestnut Avenue  
3 Santa Ana, California 92701  
4 Attn: \_\_\_\_\_

5 SUPERINTENDENT: Orange County Superintendent of Schools  
6 200 Kalmus Drive  
7 Costa Mesa, California 92626  
8 Attn: Patricia McCaughey

9 15.0 SEVERABILITY. If any term, condition or provision of this  
10 AGREEMENT is held by a court of competent jurisdiction to be  
11 invalid, void, or unenforceable, the remaining provisions will  
12 nevertheless continue in full force and effect and shall not be  
13 affected, impaired or invalidated in any way.

14 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
15 shall be governed by the laws of the State of California, with venue  
16 in Orange County, California.

17 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
18 attached hereto constitute the entire AGREEMENT between  
19 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
20 made shall be ineffective to modify this AGREEMENT in whole or in  
21 part unless such agreement is embodied in an Amendment to this  
22 AGREEMENT which has been signed by both Parties. This AGREEMENT  
23 supersedes all prior negotiations, understandings, representations  
24 and agreements.  
25

////

////

////

////

////

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

DISTRICT: SANTA ANA UNIFIED  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Coordinator

DATE: \_\_\_\_\_

DATE: April 12, 2016

Santa Ana USD-Network Support Service-Intranet(42869)17  
ZIP4



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Internet Service Agreement with Orange County Superintendent of Schools for Fiscal Year 2016 –17**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Ricardo Enz, Director, Information Technology Center**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Internet service agreement with Orange County Superintendent of Schools for fiscal year 2016-17. The term of the Agreement covers a period of one year commencing on July 1, 2016 and ending on June 30, 2017. The Orange County Superintendent of Schools receives services free of charge from the California K-12 High Speed Network and through E-Rate funding. They in-turn provide this service free of charge to the District.

**ITEM SUMMARY:**

- Approve Internet Service Agreement
- 2016-17 Internet Access through OCDE
- No Cost to the District

**RATIONALE:**

This agreement with the Orange County Superintendent of Schools will provide ongoing Internet connectivity service District-wide for the 2016-17 fiscal year.

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approval of Internet network service agreement with Orange County Superintendent of Schools for fiscal year 2016-17.

DH:lr

AMENDMENT #2  
INTERNET ACCESS AGREEMENT  
SANTA ANA UNIFIED SCHOOL DISTRICT

The Internet Access Agreement, hereinafter referred to as Agreement, entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, hereinafter referred to as DISTRICT, last amended on February 19, 2015, is hereby amended as follows:

1.0 Section 2.0 TERM shall be amended to read as follows: This Agreement shall be in full force and effect for the period commencing July 1, 2014, and ending on June 30, 2017, subject to termination as set forth in this Agreement. This Agreement may be extended upon mutual written agreement of the Parties for two (2) additional one year periods.

2.0 Except as expressly herein amended, said Agreement shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Coordinator

DATE: \_\_\_\_\_

DATE: April 11, 2016

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 11, 2016 through May 24, 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 May 11, 2016 through May 24, 2016
- Board Policy 3300
- Education Code 17604

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of May 11, 2016 through May 24, 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 May 11, 2016 through May 24, 2016.



# Santa Ana Unified School District

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations

Richard L. Miller, Ph.D., Superintendent

Date: May 25, 2016  
To: Richard L. Miller, Ph.D., Superintendent  
From: Tina Douglas, Assistant Superintendent, Business Services  
Subject: Purchase Order Summary: From 11-MAY-2016 through 24-MAY-2016

Fund 01	21st Century ASSETS (roll-up 4124)	\$ 1,251.10
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$ 1,696.10
Fund 01	California Career Pathways Trust	\$ 16,377.36
Fund 01	Carl D Perkins Section 131 Career and Technical Education act of 1998	\$ 2,449.92
Fund 01	Donations (Miscellaneous)	\$ 5,901.64
Fund 01	Education Academy [0434] CHS	\$ 4,350.17
Fund 01	Fund 01 General Fund	\$ 62,907.09
Fund 01	Global Business Academy [0190] VHS	\$ 215.00
Fund 01	Head Start	\$ 16,139.66
Fund 01	High School Inc.	\$ 2,885.79
Fund 01	Homeless Children Education Grants	\$ 12,397.50
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 525,802.54
Fund 01	IASA: Title I Migrant Ed Regular Program	\$ 860.98
Fund 01	LCFF-Supplemental/Concentration	\$ 32,179.08
Fund 01	Lottery: Instructional Materials	\$ 20,875.54
Fund 01	Medi-Cal Billing Option	\$ 27,565.52
Fund 01	MediCal Administrative Activities (MAA)	\$ 1,456.10
Fund 01	NCLB:Title I, School Improvement Grant QEIA	\$ 120,515.75
Fund 01	OCCPP (Orange County Career Pathways Partnerships)	\$ 696.82
Fund 01	One-Time Discretionary Funds	\$ 123,863.48
Fund 01	Ongoing & Major Maintenance Account	\$ 85,237.79
Fund 01	Pupil Transportation (7230/7240)	\$ 21.05
Fund 01	SA Public Schools Foundation (SAPSF) Check	\$ 87.87
Fund 01	Saturday Attendance Recovery Program (WIN)	\$ 10,208.18
Fund 01	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	\$ 2,089.15
Fund 01	Special Ed: Mental Health Services	\$ 3,267.40
Fund 01	Special Education	\$ 72,728.98
Fund 01	Supplementary Prgs-Specialized Secondary	\$ 19,365.14
Fund 01	Title II-Part A Improving Teacher Quality	\$ 16,033.12
Fund 01	Two-Way Digital ITFS Licensee Revenue	\$ 93.61

---

## 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 - CAHSEE Intensive (7055)	\$ 325.00
Fund 01	Unrestricted - CalSafe (6091/6092)	\$ 15,020.21
Fund 01	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	\$ 8,878.18
Fund 01	Unrestricted Discretionary Accounts	\$ 1,260,661.38
Fund 01	Unrestricted One-time Funds	\$ 203,967.49
<b>Grand Total:</b>		<b>\$ 2,678,371.69</b>

Fund 09	Fund 09 One-Time Funds	\$ 4,317.50
<b>Grand Total:</b>		<b>\$ 4,317.50</b>

Fund 12	Child Development: CA State Preschool Program	\$ 99,498.56
<b>Grand Total:</b>		<b>\$ 99,498.56</b>

Fund 13	Child Nutrition: School Programs	\$ 338,474.07
<b>Grand Total:</b>		<b>\$ 338,474.07</b>

Fund 25	Fund 25 Capital Facilities Fund	\$ 5,017.00
Fund 25	Fund 25 City Santa Ana Redevelopment	\$ 16,626.00
<b>Grand Total:</b>		<b>\$ 21,643.00</b>

Fund 29	Fund 29 Measure G Series E	\$ 785.45
<b>Grand Total:</b>		<b>\$ 785.45</b>

Fund 40	Emergency Repair Program-Williams Case	\$ 8,742.88
Fund 40	Fund 40 Kitchen Remodeling	\$ 3,000.00
Fund 40	Fund 40 QZAB Solar Energy Savings 2012 (eff 2014-15)	\$ 1,445.00
Fund 40	Fund 40 Valley Sports Complex	\$ 900.00
Fund 40	Fund 40 Special Reserve Fund	\$ 27,940.00
<b>Grand Total:</b>		<b>\$ 42,027.88</b>

Fund 68	Fund 68 Workers' Compensation	\$ 700.00
<b>Grand Total:</b>		<b>\$ 700.00</b>

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

<b>PO Number: 342242</b>		<b>Supplier: OFFICE DEPOT</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	CONSTRUCTION	11-May-2016	\$ 104.21
				<b>Grand Total:</b>	<b>\$ 104.21</b>
<b>PO Number: 342244</b>		<b>Supplier: GORM, INC.</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies	BUILDING SERVICES	11-May-2016	\$ 2,396.74
				<b>Grand Total:</b>	<b>\$ 2,396.74</b>
<b>PO Number: 342245</b>		<b>Supplier: MAINTEX, INC.</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies	BUILDING SERVICES	11-May-2016	\$ 642.60
				<b>Grand Total:</b>	<b>\$ 642.60</b>
<b>PO Number: 342246</b>		<b>Supplier: OFFICE DEPOT</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	FACILITIES/GOVERNMENTAL RELATIONS	11-May-2016	\$ 239.73
				<b>Grand Total:</b>	<b>\$ 239.73</b>
<b>PO Number: 342248</b>		<b>Supplier: 1-STEP AHEAD</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	PURCHASING DEPARTMENT	11-May-2016	\$ 536.87
				<b>Grand Total:</b>	<b>\$ 536.87</b>
<b>PO Number: 342250</b>		<b>Supplier: CHEFS' TOYS</b>		<b>Date PO 5/11/2016</b>	
Fund 13	Child Nutrition: School Programs	Supplies Inventory Used Cafeteria	VALLEY HIGH SCHOOL	11-May-2016	\$ 470.88
				<b>Grand Total:</b>	<b>\$ 470.88</b>
<b>PO Number: 342251</b>		<b>Supplier: ORANGE COUNTY DEPARTMENT OF EDUCATION</b>		<b>Date PO 5/11/2016</b>	
		<b>Created: 9:24:03 AM</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Travel Conference	MIDDLE COLLEGE HIGH SCHOOL	11-May-2016	\$ -
				<b>Grand Total:</b>	<b>\$ -</b>
<b>PO Number: 342252</b>		<b>Supplier: PLAYWORKS EDUCATION ENERGIZED</b>		<b>Date PO 5/11/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Consultants Instructional	MARTIN ELEMENTARY SCHOOL	11-May-2016	\$ 17,500.00
				<b>Grand Total:</b>	<b>\$ 17,500.00</b>
<b>PO Number: 342253</b>		<b>Supplier: SCHOOL NUTRITION ASSOCIATION</b>		<b>Date PO 5/11/2016</b>	
Fund 13	Child Nutrition: School Programs	Travel Conference	NUTRITION SERVICES	11-May-2016	\$ -
				<b>Grand Total:</b>	<b>\$ -</b>
<b>PO Number: 342254</b>		<b>Supplier: SAN JOAQUIN COUNTY OFFICE OF EDUCATION</b>		<b>Date PO 5/11/2016</b>	
		<b>Created: 10:28:34 AM</b>			
Fund 01	Special Education	Travel Conference	SPECIAL EDUCATION	11-May-2016	\$ 345.00
				<b>Grand Total:</b>	<b>\$ 345.00</b>
<b>PO Number: 342255</b>		<b>Supplier: SCHOOL OUTFITTERS, LLC</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	SEPULVEDA ELEMENTARY SCHOOL	11-May-2016	\$ 1,707.15
				<b>Grand Total:</b>	<b>\$ 1,707.15</b>

PO Number: 342256		Supplier: GBC	Date PO	5/11/2016				
Fund 01	Fund 01 General Fund	Stores			WAREHOUSE AND DELIVERY		11-May-2016	\$ 5,789.88
							<b>Grand Total:</b>	<b>\$ 5,789.88</b>
PO Number: 342257		Supplier: AT&T DATACOMM, INC. dba AT&T DATACOMM	Date PO	5/11/2016				
		Created:		11:34:35 AM				
Fund 01	Unrestricted Discretionary Accounts	Other Contracts (F4T, Catering, Uniform Cleaning)			DISTRICT-WIDE		11-May-2016	\$ 904,395.24
							<b>Grand Total:</b>	<b>\$ 904,395.24</b>
PO Number: 342258		Supplier: ORANGE COUNTY SHERIFFS DEPARTMENT	Date PO	5/11/2016				
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES		11-May-2016	\$ 110.00
							<b>Grand Total:</b>	<b>\$ 110.00</b>
PO Number: 342259		Supplier: OFFICE DEPOT	Date PO	5/11/2016				
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			VALLEY HIGH SCHOOL		11-May-2016	\$ 368.58
							<b>Grand Total:</b>	<b>\$ 368.58</b>
PO Number: 342260		Supplier: AT&T DATACOMM, INC. dba AT&T DATACOMM	Date PO	5/11/2016				
		Created:		11:44:45 AM				
Fund 01	Unrestricted Discretionary Accounts	Other Contracts (F4T, Catering, Uniform Cleaning)			DISTRICT-WIDE		11-May-2016	\$ 4,811.40
							<b>Grand Total:</b>	<b>\$ 4,811.40</b>
PO Number: 342261		Supplier: SAN JOAQUIN COUNTY OFFICE OF EDUCATION	Date PO	5/11/2016				
		Created:		11:45:22 AM				
Fund 01	Special Education	Travel Conference			SPECIAL EDUCATION		11-May-2016	\$ 350.00
							<b>Grand Total:</b>	<b>\$ 350.00</b>
PO Number: 342262		Supplier: GOVCONNECTION	Date PO	5/11/2016				
Fund 13	Child Nutrition: School Programs	Office Supplies			NUTRITION SERVICES		11-May-2016	\$ 18.90
Fund 13	Child Nutrition: School Programs	Other Expense Cafeteria			NUTRITION SERVICES		11-May-2016	\$ 76.62
							<b>Grand Total:</b>	<b>\$ 95.52</b>
PO Number: 342263		Supplier: AREY JONES EDUCATIONAL SOLUTIONS	Date PO	5/11/2016				
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			LORIN GRISSET ACADEMY		11-May-2016	\$ 13,393.80
							<b>Grand Total:</b>	<b>\$ 13,393.80</b>
PO Number: 342264		Supplier: AREY JONES EDUCATIONAL SOLUTIONS	Date PO	5/11/2016				
Fund 01	Special Education	Non-Capitalized Equipment			MITCHELL CHILD DEVELOPMENT CENTER		11-May-2016	\$ 4,494.60
							<b>Grand Total:</b>	<b>\$ 4,494.60</b>
PO Number: 342265		Supplier: AREY JONES EDUCATIONAL SOLUTIONS	Date PO	5/11/2016				
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			LORIN GRISSET ACADEMY		11-May-2016	\$ 1,550.64
							<b>Grand Total:</b>	<b>\$ 1,550.64</b>

<b>PO Number: 342266</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	HEROES ELEMENTARY SCHOOL	11-May-2016	\$	2,978.16			
					<b>Grand Total:</b>	\$	<b>2,978.16</b>		
<b>PO Number: 342267</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ESQUEDA ELEMENTARY SCHOOL	11-May-2016	\$	21,328.91			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	ESQUEDA ELEMENTARY SCHOOL	11-May-2016	\$	2,646.00			
					<b>Grand Total:</b>	\$	<b>23,974.91</b>		
<b>PO Number: 342268</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	HEROES ELEMENTARY SCHOOL	11-May-2016	\$	1,785.84			
					<b>Grand Total:</b>	\$	<b>1,785.84</b>		
<b>PO Number: 342269</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	WASHINGTON ELEMENTARY SCHOOL	11-May-2016	\$	6,250.44			
					<b>Grand Total:</b>	\$	<b>6,250.44</b>		
<b>PO Number: 342271</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL	11-May-2016	\$	314.28			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	SANTA ANA HIGH SCHOOL	11-May-2016	\$	3,447.48			
					<b>Grand Total:</b>	\$	<b>3,761.76</b>		
<b>PO Number: 342272</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	CENTURY HIGH SCHOOL	11-May-2016	\$	22,898.78			
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	CENTURY HIGH SCHOOL	11-May-2016	\$	4,011.12			
					<b>Grand Total:</b>	\$	<b>26,909.90</b>		
<b>PO Number: 342273</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	CONSTRUCTION	11-May-2016	\$	1,549.56			
					<b>Grand Total:</b>	\$	<b>1,549.56</b>		
<b>PO Number: 342274</b>						<b>Supplier: CDW GOVERNMENT, INC.</b>		<b>Date PO 5/11/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ADAMS ELEMENTARY SCHOOL	11-May-2016	\$	734.18			
					<b>Grand Total:</b>	\$	<b>734.18</b>		
<b>PO Number: 342275</b>						<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	SCHOOL POLICE SERVICES	11-May-2016	\$	1,231.20			
					<b>Grand Total:</b>	\$	<b>1,231.20</b>		
<b>PO Number: 342276</b>						<b>Supplier: FARONICS TECHNOLOGIES USA, INC.</b>		<b>Date PO 5/11/2016</b>	
Fund 01	Education Academy [0434] CHS	Materials & Supplies/Software	CENTURY HIGH SCHOOL	11-May-2016	\$	3,750.00			
					<b>Grand Total:</b>	\$	<b>3,750.00</b>		



PO Number: 342277		Supplier: VARIDESK, LLC	Date PO	5/11/2016			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			FACILITIES/GOVERNMENTAL RELATIONS	11-May-2016	\$ 426.60
						<b>Grand Total:</b>	\$ 426.60
PO Number: 342278		Supplier: SONIC SYSTEMS	Date PO	5/11/2016			
Fund 01	Head Start	Maintenance Contracts Repairs			CHILD DEVELOPMENT	11-May-2016	\$ 519.02
						<b>Grand Total:</b>	\$ 519.02
PO Number: 342279		Supplier: AVID CENTER	Date PO	5/11/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Travel Conference			LORIN GRISET ACADEMY	11-May-2016	\$ 5,075.00
						<b>Grand Total:</b>	\$ 5,075.00
PO Number: 342280		Supplier: AVID CENTER	Date PO	5/11/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Travel Conference			LORIN GRISET ACADEMY	11-May-2016	\$ 3,625.00
						<b>Grand Total:</b>	\$ 3,625.00
PO Number: 342281		Supplier: CULVER NEWLIN, INC.	Date PO	5/11/2016			
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			CENTURY HIGH SCHOOL	11-May-2016	\$ 1,175.15
						<b>Grand Total:</b>	\$ 1,175.15
PO Number: 342282		Supplier: REGIONAL CENTER OF ORANGE COUNTY	Date PO	5/11/2016			
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES	11-May-2016	\$ -
						<b>Grand Total:</b>	\$ -
PO Number: 342283		Supplier: CITY OF ANAHEIM	Date PO	5/11/2016			
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES	11-May-2016	\$ -
						<b>Grand Total:</b>	\$ -
PO Number: 342284		Supplier: CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICES	Date PO	5/11/2016			
				Created:	3:24:33 PM		
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES	11-May-2016	\$ -
						<b>Grand Total:</b>	\$ -
PO Number: 342285		Supplier: CHAMPION CHEMICAL COMPANY	Date PO	5/11/2016			
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies			BUILDING SERVICES	11-May-2016	\$ 1,490.40
						<b>Grand Total:</b>	\$ 1,490.40
PO Number: 342286		Supplier: ACTION SALES	Date PO	5/11/2016			
Fund 13	Child Nutrition: School Programs	Other Equipment			MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	11-May-2016	\$ 6,565.32
						<b>Grand Total:</b>	\$ 6,565.32
PO Number: 342287		Supplier: CHEFS' TOYS	Date PO	5/11/2016			
Fund 13	Child Nutrition: School Programs	Other Equipment			CARR INTERMEDIATE SCHOOL	11-May-2016	\$ 6,674.40
						<b>Grand Total:</b>	\$ 6,674.40

PO Number: 342288		Supplier: PROCURE AMERICA, INC.	Date PO	5/11/2016					
Fund 01	Unrestricted Discretionary Accounts	Housekeeping Services Trash			DISTRICT-WIDE		11-May-2016	\$	9,874.51
									<b>Grand Total: \$ 9,874.51</b>
PO Number: 342289		Supplier: UNIVERSAL ASPHALT CO., INC.	Date PO	5/11/2016					
Fund 40	Fund 40 Special Reserve Fund	Building Improvements			MITCHELL CHILD DEVELOPMENT CENTER		11-May-2016	\$	9,876.00
									<b>Grand Total: \$ 9,876.00</b>
PO Number: 342290		Supplier: THE HONORS PROGRAM, LLC	Date PO	5/11/2016					
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LORINGRISET ACADEMY		11-May-2016	\$	132.30
									<b>Grand Total: \$ 132.30</b>
PO Number: 342291		Supplier: VARIDESK, LLC	Date PO	5/11/2016					
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			RESEARCH AND EVALUATION		11-May-2016	\$	270.00
									<b>Grand Total: \$ 270.00</b>
PO Number: 342292		Supplier: GREENLEAF ENGINEERING dba TIM GREENLEAF ENGINEERING	Date PO	5/11/2016					
		Created:		4:03:52 PM					
Fund 01	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs			BUILDING SERVICES		11-May-2016	\$	13,127.00
									<b>Grand Total: \$ 13,127.00</b>
PO Number: 342293		Supplier: PYRO COMM SYSTEMS, INC.	Date PO	5/11/2016					
Fund 01	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs			BUILDING SERVICES		11-May-2016	\$	800.00
									<b>Grand Total: \$ 800.00</b>
PO Number: 342294		Supplier: WALTERS WHOLESALE ELECTRIC	Date PO	5/11/2016					
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies			BUILDING SERVICES		11-May-2016	\$	1,049.76
									<b>Grand Total: \$ 1,049.76</b>
PO Number: 342295		Supplier: WEST COAST FIRE & INTEGRATION, INC.	Date PO	5/11/2016					
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies			BUILDING SERVICES		11-May-2016	\$	486.00
									<b>Grand Total: \$ 486.00</b>
PO Number: 342296		Supplier: VARIDESK, LLC	Date PO	5/11/2016					
Fund 13	Child Nutrition: School Programs	Other Expense Cafeteria			NUTRITION SERVICES		11-May-2016	\$	1,274.40
									<b>Grand Total: \$ 1,274.40</b>
PO Number: 342297		Supplier: VARIDESK, LLC	Date PO	5/11/2016					
Fund 01	Special Education	Office supplies			SPECIAL EDUCATION		11-May-2016	\$	491.40
									<b>Grand Total: \$ 491.40</b>
PO Number: 342298		Supplier: GOVCONNECTION	Date PO	5/11/2016					
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies			BUILDING SERVICES		11-May-2016	\$	2,080.08
									<b>Grand Total: \$ 2,080.08</b>

PO Number: 342299		Supplier: VARIDESK, LLC	Date PO	5/11/2016				
Fund 13	Child Nutrition: School Programs	Office Supplies			NUTRITION SERVICES	11-May-2016	\$	637.20
							<b>Grand Total:</b>	\$ 637.20
PO Number: 342300		Supplier: US AIR CONDITIONING DISTRIBUTORS, INC.	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies			BUILDING SERVICES	11-May-2016	\$	4,290.27
							<b>Grand Total:</b>	\$ 4,290.27
PO Number: 342301		Supplier: THOMPSON ENGINEERING	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies			BUILDING SERVICES	11-May-2016	\$	851.56
							<b>Grand Total:</b>	\$ 851.56
PO Number: 342302		Supplier: EPSON AMERICA, INC.	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies			BUILDING SERVICES	11-May-2016	\$	303.14
							<b>Grand Total:</b>	\$ 303.14
PO Number: 342303		Supplier: NORMAN S. WRIGHT CLIMATEC MECHANICAL EQUIPMENT OF SOUTHERN CALIFORNIA, LLC	Date PO	5/11/2016	Created:	4:30:09 PM		
Fund 01	Ongoing & Major Maintenance Account	HVAC Supplies			BUILDING SERVICES	11-May-2016	\$	4,069.44
							<b>Grand Total:</b>	\$ 4,069.44
PO Number: 342304		Supplier: TRANE	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	HVAC Supplies			BUILDING SERVICES	11-May-2016	\$	441.05
							<b>Grand Total:</b>	\$ 441.05
PO Number: 342305		Supplier: JOHNSTONE SUPPLY	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	HVAC Supplies			BUILDING SERVICES	11-May-2016	\$	2,074.57
							<b>Grand Total:</b>	\$ 2,074.57
PO Number: 342306		Supplier: NEW HORIZONS CONTRACTING, INC.	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs			BUILDING SERVICES	11-May-2016	\$	2,895.00
							<b>Grand Total:</b>	\$ 2,895.00
PO Number: 342307		Supplier: ORANGE COUNTY PUMPING, INC.	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs			BUILDING SERVICES	11-May-2016	\$	17,414.18
							<b>Grand Total:</b>	\$ 17,414.18
PO Number: 342308		Supplier: DIRECT DOOR & HARDWARE, INC.	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	General Maintenance Supplies			BUILDING SERVICES	11-May-2016	\$	873.96
							<b>Grand Total:</b>	\$ 873.96
PO Number: 342309		Supplier: SPORTS FACILITIES GROUP, INC.	Date PO	5/11/2016				
Fund 01	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs			BUILDING SERVICES	11-May-2016	\$	1,350.00
							<b>Grand Total:</b>	\$ 1,350.00

<b>PO Number: 342310</b>		<b>Supplier: KNORR SYSTEMS, INC.</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 01	Ongoing & Major Maintenance Account	General Maintenance Supplies			BUILDING SERVICES	11-May-2016	\$ 178.09
						<b>Grand Total:</b>	<b>\$ 178.09</b>
<b>PO Number: 342311</b>		<b>Supplier: CITY OF SANTA ANA</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			SANTA ANA HIGH SCHOOL	11-May-2016	\$ 6,994.40
						<b>Grand Total:</b>	<b>\$ 6,994.40</b>
<b>PO Number: 342312</b>		<b>Supplier: CITY OF SANTA ANA</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			VALLEY HIGH SCHOOL	11-May-2016	\$ 84.71
						<b>Grand Total:</b>	<b>\$ 84.71</b>
<b>PO Number: 342313</b>		<b>Supplier: CITY OF SANTA ANA</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			GODINEZ FUNDAMENTAL HIGH SCHOOL	11-May-2016	\$ 23.10
						<b>Grand Total:</b>	<b>\$ 23.10</b>
<b>PO Number: 342314</b>		<b>Supplier: CITY OF SANTA ANA</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			SADDLEBACK HIGH SCHOOL	11-May-2016	\$ 2,811.36
						<b>Grand Total:</b>	<b>\$ 2,811.36</b>
<b>PO Number: 342315</b>		<b>Supplier: COMWEST CONSTRUCTION</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 01	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs			BUILDING SERVICES	11-May-2016	\$ 6,255.50
						<b>Grand Total:</b>	<b>\$ 6,255.50</b>
<b>PO Number: 342316</b>		<b>Supplier: BAINBRIDGE ENVIRONMENTAL CONSULTANTS, INC.</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 40	Emergency Repair Prgm-Williams Case	Building Lab Tests Construction			REMINGTON ELEMENTARY SCHOOL	11-May-2016	\$ 4,342.00
						<b>Grand Total:</b>	<b>\$ 4,342.00</b>
<b>PO Number: 342317</b>		<b>Supplier: TJ JANCA CONSTRUCTION, INC.</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 40	Fd 40 OZAB Solar Energy Savings 2012 (eff 2014-15)	Building Improvements			SADDLEBACK HIGH SCHOOL	11-May-2016	\$ 1,445.00
						<b>Grand Total:</b>	<b>\$ 1,445.00</b>
<b>PO Number: 342318</b>		<b>Supplier: J.L. COBB PAINTING</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 25	Fund 25 Capital Facilities Fund	Building Improvements			SADDLEBACK HIGH SCHOOL	11-May-2016	\$ 3,672.00
						<b>Grand Total:</b>	<b>\$ 3,672.00</b>
<b>PO Number: 342319</b>		<b>Supplier: J.L. COBB PAINTING</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 25	Fund 25 Capital Facilities Fund	Building Improvements			MARTIN ELEMENTARY SCHOOL	11-May-2016	\$ 1,345.00
						<b>Grand Total:</b>	<b>\$ 1,345.00</b>
<b>PO Number: 342320</b>		<b>Supplier: DIVISION OF STATE ARCHITECT</b>	<b>Date PO</b>	<b>5/11/2016</b>			
Fund 29	Fund 29 Measure G Series E	Building Fees Office of State Architect			SANTA ANA HIGH SCHOOL	11-May-2016	\$ 555.45
						<b>Grand Total:</b>	<b>\$ 555.45</b>

<b>PO Number: 342321</b>		<b>Supplier: COULTER VENTURES, LLC dba ROGUE FITNESS</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	IASA>Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			VALLEY HIGH SCHOOL	12-May-2016	\$ 1,980.80
						<b>Grand Total:</b>	<b>\$ 1,980.80</b>
<b>PO Number: 342322</b>		<b>Supplier: DYNATRONICS CORPORATION</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			WILLARD INTERMEDIATE SCHOOL	12-May-2016	\$ 243.52
						<b>Grand Total:</b>	<b>\$ 243.52</b>
<b>PO Number: 342323</b>		<b>Supplier: COLLEGE BOARD</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted - CAHSEE Intensive (7055)	Materials & Supplies/Software			K-12 SCHOOL PERFORMANCE AND CULTURE	12-May-2016	\$ 325.00
						<b>Grand Total:</b>	<b>\$ 325.00</b>
<b>PO Number: 342324</b>		<b>Supplier: PLAYERS CHOICE</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Donations (Miscellaneous)	Materials & Supplies/Software			JACKSON ELEMENTARY SCHOOL	12-May-2016	\$ 185.16
						<b>Grand Total:</b>	<b>\$ 185.16</b>
<b>PO Number: 342325</b>		<b>Supplier: LEGO DACTA PITSCO, LLC dba LEGO EDUCATION</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	California Career Pathways Trust	Materials & Supplies/Software			REGIONAL OCCUPATIONAL PROGRAM	12-May-2016	\$ 6,584.53
						<b>Grand Total:</b>	<b>\$ 6,584.53</b>
<b>PO Number: 342326</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LINCOLN ELEMENTARY SCHOOL	12-May-2016	\$ 984.52
						<b>Grand Total:</b>	<b>\$ 984.52</b>
<b>PO Number: 342327</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			HENINGER ELEMENTARY SCHOOL	12-May-2016	\$ 160.29
						<b>Grand Total:</b>	<b>\$ 160.29</b>
<b>PO Number: 342328</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			MCFADDEN INTERMEDIATE SCHOOL	12-May-2016	\$ 2,267.02
						<b>Grand Total:</b>	<b>\$ 2,267.02</b>
<b>PO Number: 342329</b>		<b>Supplier: CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICES</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES	12-May-2016	\$ -
						<b>Grand Total:</b>	<b>\$ -</b>
<b>PO Number: 342330</b>		<b>Supplier: EMMA MCGEE BARNES</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Title II-Part A Improving Teacher Quality	Consultants Instructional			NONPUBLIC SCHOOLS	12-May-2016	\$ 2,780.86
						<b>Grand Total:</b>	<b>\$ 2,780.86</b>

<b>PO Number: 342331</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			ROMERO-CRUZ ELEMENTARY SCHOOL	12-May-2016 \$ 393.91
						<b>Grand Total: \$ 393.91</b>
<b>PO Number: 342332</b>		<b>Supplier: ANTHONY CENTENO</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Consultants Instructional			SANTA ANA HIGH SCHOOL	12-May-2016 \$ 1,000.00
						<b>Grand Total: \$ 1,000.00</b>
<b>PO Number: 342333</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			WILLARD INTERMEDIATE SCHOOL	12-May-2016 \$ 3,153.95
						<b>Grand Total: \$ 3,153.95</b>
<b>PO Number: 342334</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			COMMUNITY DAY HIGH SCHOOL	12-May-2016 \$ 372.27
						<b>Grand Total: \$ 372.27</b>
<b>PO Number: 342335</b>		<b>Supplier: ASAUASI</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES	12-May-2016 \$ -
						<b>Grand Total: \$ -</b>
<b>PO Number: 342336</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	12-May-2016 \$ 566.89
						<b>Grand Total: \$ 566.89</b>
<b>PO Number: 342337</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			STUDENT ACHIEVEMENT	12-May-2016 \$ 20.52
						<b>Grand Total: \$ 20.52</b>
<b>PO Number: 342338</b>		<b>Supplier: OCIAC</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES	12-May-2016 \$ -
						<b>Grand Total: \$ -</b>
<b>PO Number: 342339</b>		<b>Supplier: BARNES &amp; NOBLE BOOKSELLERS, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	12-May-2016 \$ 1,228.18
						<b>Grand Total: \$ 1,228.18</b>
<b>PO Number: 342340</b>		<b>Supplier: WENGER CORPORATION</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	12-May-2016 \$ 14,190.12
						<b>Grand Total: \$ 14,190.12</b>
<b>PO Number: 342341</b>		<b>Supplier: DIDAX, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	12-May-2016 \$ 1,756.29
						<b>Grand Total: \$ 1,756.29</b>

<b>PO Number: 342342</b>		<b>Supplier: USC</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Travel Conference			SCHOOL POLICE SERVICES		12-May-2016	\$ -
							<b>Grand Total:</b>	<b>\$ -</b>
<b>PO Number: 342343</b>		<b>Supplier: OCDE/AP IN THE OC</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Testing Dues & Participation Fees			VILLA FUNDAMENTAL INTERMEDIATE SCHOOL		12-May-2016	\$ 1,290.00
							<b>Grand Total:</b>	<b>\$ 1,290.00</b>
<b>PO Number: 342344</b>		<b>Supplier: B AND H PHOTO VIDEO</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			FRANKLIN ELEMENTARY SCHOOL		12-May-2016	\$ 1,854.49
							<b>Grand Total:</b>	<b>\$ 1,854.49</b>
<b>PO Number: 342345</b>		<b>Supplier: JESUSMYROCK.COM</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			PUPIL SUPPORT SERVICES		12-May-2016	\$ 500.00
							<b>Grand Total:</b>	<b>\$ 500.00</b>
<b>PO Number: 342346</b>		<b>Supplier: BLICK ART MATERIALS dba DICK BLICK COMPANY</b>	<b>Date PO</b>	<b>5/12/2016</b>				
		<b>Created: 9:28:11 AM</b>						
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & supplies/software			SANTA ANA HIGH SCHOOL		12-May-2016	\$ 942.10
							<b>Grand Total:</b>	<b>\$ 942.10</b>
<b>PO Number: 342347</b>		<b>Supplier: CULVER NEWLIN, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 13	Child Nutrition: School Programs	Office Supplies			NUTRITION SERVICES		12-May-2016	\$ 3,233.52
							<b>Grand Total:</b>	<b>\$ 3,233.52</b>
<b>PO Number: 342348</b>		<b>Supplier: SIGNATURE PARTY RENTALS</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			CARR INTERMEDIATE SCHOOL		12-May-2016	\$ 583.97
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL		12-May-2016	\$ 583.97
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			MCFADDEN INTERMEDIATE SCHOOL		12-May-2016	\$ 583.97
Fund 01	Unrestricted Discretionary Accounts	Rental Contracts			MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL		12-May-2016	\$ 583.97
							<b>Grand Total:</b>	<b>\$ 2,335.88</b>
<b>PO Number: 342349</b>		<b>Supplier: SCHOOL NURSE SUPPLY, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL		12-May-2016	\$ 195.43
							<b>Grand Total:</b>	<b>\$ 195.43</b>
<b>PO Number: 342350</b>		<b>Supplier: GOLD STAR FOODS</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 13	Child Nutrition: School Programs	Freight-In-Donated Food			NUTRITION SERVICES		12-May-2016	\$ 12,948.00
							<b>Grand Total:</b>	<b>\$ 12,948.00</b>
<b>PO Number: 342351</b>		<b>Supplier: SCHOOL OUTFITTERS, LLC</b>	<b>Date PO</b>	<b>5/12/2016</b>				
Fund 13	Child Nutrition: School Programs	Office Supplies			NUTRITION SERVICES		12-May-2016	\$ 182.13
							<b>Grand Total:</b>	<b>\$ 182.13</b>

PO Number: 342352 Supplier: SCHOOL NURSE SUPPLY, INC. Date PO 5/12/2016

Fund 01	MediCal Administrative Activities (MAA)	Health Supplies	PUPILS SUPPORT SERVICES	12-May-2016	\$	243.76
Fund 01	MediCal Administrative Activities (MAA)	Office Supplies	PUPIL SUPPORT SERVICES	12-May-2016	\$	244.08
Fund 01	Unrestricted Discretionary Accounts	Health Supplies	PUPIL SUPPORT SERVICES	12-May-2016	\$	273.28
<b>Grand Total:</b>					<b>\$</b>	<b>761.12</b>

PO Number: 342353 Supplier: SCHOOL SPECIALTY/CLASSROOM DIRECT Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	LORIN GRISET ACADEMY	12-May-2016	\$	67.93
<b>Grand Total:</b>					<b>\$</b>	<b>67.93</b>

PO Number: 342354 Supplier: GOVCONNECTION Date PO 5/12/2016

Fund 01	Medi-Cal Billing Option	Non-Capitalized Equipment	PUPIL SUPPORT SERVICES	12-May-2016	\$	434.46
<b>Grand Total:</b>					<b>\$</b>	<b>434.46</b>

PO Number: 342355 Supplier: OPERATION CLEAN SLATE Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Other Contracts (Software Licensing, Physicals, etc)	WILSON ELEMENTARY SCHOOL	12-May-2016	\$	2,850.00
<b>Grand Total:</b>					<b>\$</b>	<b>2,850.00</b>

PO Number: 342356 Supplier: GOVCONNECTION Date PO 5/12/2016

Fund 01	Special Education	Non-Capitalized Equipment	TRANSITION PROGRAMS	12-May-2016	\$	259.24
Fund 01	Special Education	Office Supplies	TRANSITION PROGRAMS	12-May-2016	\$	242.24
<b>Grand Total:</b>					<b>\$</b>	<b>501.48</b>

PO Number: 342357 Supplier: US GAMES Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	12-May-2016	\$	292.73
<b>Grand Total:</b>					<b>\$</b>	<b>292.73</b>

PO Number: 342359 Supplier: SCHOOL OUTFITTERS, LLC Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	EDISON ELEMENTARY SCHOOL	12-May-2016	\$	517.98
<b>Grand Total:</b>					<b>\$</b>	<b>517.98</b>

PO Number: 342360 Supplier: SCHOOL OUTFITTERS, LLC Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	WASHINGTON ELEMENTARY SCHOOL	12-May-2016	\$	1,210.23
<b>Grand Total:</b>					<b>\$</b>	<b>1,210.23</b>

PO Number: 342361 Supplier: CHAMPION CHEMICAL COMPANY Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies	BUILDING SERVICES	12-May-2016	\$	1,085.40
<b>Grand Total:</b>					<b>\$</b>	<b>1,085.40</b>

PO Number: 342362 Supplier: AVID CENTER Date PO 5/12/2016

Fund 01	IASA>Title I Basic Grants Low-Income and Neglected, Part A	Travel Conference	VILA FUNDAMENTAL INTERMEDIATE SCHOOL	12-May-2016	\$	18,125.00
<b>Grand Total:</b>					<b>\$</b>	<b>18,125.00</b>



<b>PO Number: 342363</b>		<b>Supplier: FOOD 4 THOUGHT</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies Food			WASHINGTON ELEMENTARY SCHOOL	12-May-2016	\$ 340.00
						<b>Grand Total:</b>	<b>\$ 340.00</b>
<b>PO Number: 342364</b>		<b>Supplier: SCHOLASTIC READING CLUB</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-income and Neglected, Part A	Materials & Supplies/Software			VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	12-May-2016	\$ 1,000.00
						<b>Grand Total:</b>	<b>\$ 1,000.00</b>
<b>PO Number: 342365</b>		<b>Supplier: ELECTRONIX EXPRESS</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	OCCPPP (Orange County Career Pathways Partnerships)	Materials & Supplies/Software			REGIONAL OCCUPATIONAL PROGRAM	12-May-2016	\$ 696.82
						<b>Grand Total:</b>	<b>\$ 696.82</b>
<b>PO Number: 342366</b>		<b>Supplier: FEDERAL EXPRESS CORPORATION</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Postage/Mail Couriers			PUPIL SUPPORT SERVICES	12-May-2016	\$ 200.00
						<b>Grand Total:</b>	<b>\$ 200.00</b>
<b>PO Number: 342367</b>		<b>Supplier: SCHOOL OUTFITTERS, LLC</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			KING ELEMENTARY SCHOOL	12-May-2016	\$ 167.06
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			KING ELEMENTARY SCHOOL	12-May-2016	\$ 1,293.82
						<b>Grand Total:</b>	<b>\$ 1,460.88</b>
<b>PO Number: 342368</b>		<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	Donations (Miscellaneous)	Materials & Supplies/Software			LOWELL ELEMENTARY SCHOOL	12-May-2016	\$ 1,157.52
						<b>Grand Total:</b>	<b>\$ 1,157.52</b>
<b>PO Number: 342369</b>		<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	Materials & Supplies/Software			PIO-PICO ELEMENTARY SCHOOL	12-May-2016	\$ 233.17
						<b>Grand Total:</b>	<b>\$ 233.17</b>
<b>PO Number: 342370</b>		<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	Materials & Supplies/Software			JEFFERSON ELEMENTARY SCHOOL	12-May-2016	\$ 527.29
						<b>Grand Total:</b>	<b>\$ 527.29</b>
<b>PO Number: 342371</b>		<b>Supplier: INTERNATIONAL E-Z UP, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 01	NCLB:Title I, School Improvement Grant QE/A	Materials & Supplies/Software			VALLEY HIGH SCHOOL	12-May-2016	\$ 1,146.79
Fund 01	NCLB:Title I, School Improvement Grant QE/A	Non-Capitalized Equipment			VALLEY HIGH SCHOOL	12-May-2016	\$ 2,425.68
						<b>Grand Total:</b>	<b>\$ 3,572.47</b>
<b>PO Number: 342372</b>		<b>Supplier: AMERICAN FENCE COMPANY, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 40	Fd 40 Valley Sports Complex	Building Improvements			VALLEY HIGH SCHOOL	12-May-2016	\$ 900.00
						<b>Grand Total:</b>	<b>\$ 900.00</b>
<b>PO Number: 342373</b>		<b>Supplier: ASSOCIATED SOILS ENGINEERING, INC.</b>	<b>Date PO</b>	<b>5/12/2016</b>			
Fund 29	Fund 29 Measure G Series E	Building Lab Tests Construction			CENTURY HIGH SCHOOL	12-May-2016	\$ 230.00
						<b>Grand Total:</b>	<b>\$ 230.00</b>

PO Number: 342374

Supplier: WILLIAM V MACGILL & CO. dba MACGILL & CO.

Date PO Created: 5/12/2016 1:59:30 PM

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	PUPIL SUPPORT SERVICES	12-May-2016	\$ 80.82
				<b>Grand Total:</b>	<b>\$ 80.82</b>

PO Number: 342375 Supplier: MOLINARI ENTERPRISES, INC. dba THE MUSIC HOUSE  
Date PO Created: 5/12/2016 2:02:58 PM

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	12-May-2016	\$ 1,862.78
				<b>Grand Total:</b>	<b>\$ 1,862.78</b>

PO Number: 342376 Supplier: TOMARK SPORTS, INC. Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies	SEGERSTROM HIGH SCHOOL	12-May-2016	\$ 1,045.44
				<b>Grand Total:</b>	<b>\$ 1,045.44</b>

PO Number: 342379 Supplier: ORANGE COUNTY HIGH SCHOOL OF THE ARTS  
Date PO Created: 5/12/2016 2:48:21 PM

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Travel Conference	SANTA ANA HIGH SCHOOL	12-May-2016	\$ 1,687.50
				<b>Grand Total:</b>	<b>\$ 1,687.50</b>

PO Number: 342380 Supplier: PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.  
Date PO Created: 5/12/2016 2:54:51 PM

Fund 01	Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	12-May-2016	\$ 12,331.44
				<b>Grand Total:</b>	<b>\$ 12,331.44</b>

PO Number: 342381 Supplier: TPR EDUCATION, LLC dba THE PRINCETON REVIEW  
Date PO Created: 5/12/2016 3:00:05 PM

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Testing Dues & Participation Fees	SEGERSTROM HIGH SCHOOL	12-May-2016	\$ 44,175.00
				<b>Grand Total:</b>	<b>\$ 44,175.00</b>

PO Number: 342382 Supplier: OCTA Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	CENTURY HIGH SCHOOL	12-May-2016	\$ 2,400.00
				<b>Grand Total:</b>	<b>\$ 2,400.00</b>

PO Number: 342383 Supplier: I INITIAL Date PO 5/12/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL	12-May-2016	\$ 129.60
				<b>Grand Total:</b>	<b>\$ 129.60</b>

PO Number: 342384 Supplier: ZAZ ENTERPRISE, INC. dba ROSA MUSICAL INSTRUMENT  
Date PO Created: 5/12/2016 3:08:47 PM

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL	12-May-2016	\$ 2,800.00
				<b>Grand Total:</b>	<b>\$ 2,800.00</b>

PO Number: 342385 Supplier: LOS ALTOS TROPHY COMPANY, INC. Date PO 5/12/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	WASHINGTON ELEMENTARY SCHOOL	12-May-2016	\$ 260.00
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	WASHINGTON ELEMENTARY SCHOOL	12-May-2016	\$ 240.00
<b>Grand Total:</b>					<b>\$ 500.00</b>

PO Number: 342386 Supplier: VIRCO, INC. Date PO 5/12/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	KING ELEMENTARY SCHOOL	12-May-2016	\$ 1,659.78
<b>Grand Total:</b>					<b>\$ 1,659.78</b>

PO Number: 342387 Supplier: CAVENDISH SQUARE PUBLISHING, LLC Date PO 5/13/2016

Fund 01	Donations (Miscellaneous)	Books and Other Reference Materials	JEFFERSON ELEMENTARY SCHOOL	13-May-2016	\$ 447.93
<b>Grand Total:</b>					<b>\$ 447.93</b>

PO Number: 342388 Supplier: FOLLETT SCHOOL SOLUTIONS, INC. Date PO 5/13/2016

Fund 01	Unrestricted Discretionary Accounts	Books and Other Reference Materials	CENTURY HIGH SCHOOL	13-May-2016	\$ 12,496.18
<b>Grand Total:</b>					<b>\$ 12,496.18</b>

PO Number: 342389 Supplier: FOLLETT SCHOOL SOLUTIONS, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	SEGERSTROM HIGH SCHOOL	13-May-2016	\$ 105.77
<b>Grand Total:</b>					<b>\$ 105.77</b>

PO Number: 342390 Supplier: FOLLETT SCHOOL SOLUTIONS, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	SEGERSTROM HIGH SCHOOL	13-May-2016	\$ 397.74
<b>Grand Total:</b>					<b>\$ 397.74</b>

PO Number: 342391 Supplier: FOLLETT SCHOOL SOLUTIONS, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	HEROES ELEMENTARY SCHOOL	13-May-2016	\$ 425.75
<b>Grand Total:</b>					<b>\$ 425.75</b>

PO Number: 342392 Supplier: HOUGHTON MIFFLIN HARCOURT Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	13-May-2016	\$ 10,580.17
<b>Grand Total:</b>					<b>\$ 10,580.17</b>

PO Number: 342393 Supplier: FOLLETT SCHOOL SOLUTIONS, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	SEGERSTROM HIGH SCHOOL	13-May-2016	\$ 1,007.80
<b>Grand Total:</b>					<b>\$ 1,007.80</b>

PO Number: 342394 Supplier: LISA FAWN BARSAMIAN dba OFFICE SEATING Date PO 5/13/2016  
 Created: 8:16:32 AM  
 OUTLET

Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	Materials & Supplies/Software	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	13-May-2016	\$ 199.80
<b>Grand Total:</b>					<b>\$ 199.80</b>

PO Number: 342395 Supplier: PERMA BOUND BOOKS HERTZBERG NEW METHOD, Date PO 5/13/2016  
 INC. Created: 8:20:19 AM

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	TAFT ELEMENTARY SCHOOL	13-May-2016	\$ 19,988.64
				<b>Grand Total:</b>	<b>\$ 19,988.64</b>

PO Number: 342396 Supplier: SCHOLASTIC, INC. Date PO 5/13/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	LOWELL ELEMENTARY SCHOOL	13-May-2016	\$ 131.49
				<b>Grand Total:</b>	<b>\$ 131.49</b>

PO Number: 342397 Supplier: BARNES & NOBLE BOOKSELLERS, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL	13-May-2016	\$ 895.36
				<b>Grand Total:</b>	<b>\$ 895.36</b>

PO Number: 342398 Supplier: FOLLETT SCHOOL SOLUTIONS, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	VALLEY HIGH SCHOOL	13-May-2016	\$ 1,561.25
				<b>Grand Total:</b>	<b>\$ 1,561.25</b>

PO Number: 342399 Supplier: SCHOLASTIC, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	VALLEY HIGH SCHOOL	13-May-2016	\$ 240.34
				<b>Grand Total:</b>	<b>\$ 240.34</b>

PO Number: 342400 Supplier: VISION MARKING DEVICES Date PO 5/13/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	EDISON ELEMENTARY SCHOOL	13-May-2016	\$ 41.47
				<b>Grand Total:</b>	<b>\$ 41.47</b>

PO Number: 342401 Supplier: VISION MARKING DEVICES Date PO 5/13/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	PURCHASING DEPARTMENT	13-May-2016	\$ 165.76
				<b>Grand Total:</b>	<b>\$ 165.76</b>

PO Number: 342402 Supplier: VISION MARKING DEVICES Date PO 5/13/2016

Fund 01	Pupil Transportation (7230/7240)	Materials & Supplies/Software	TRANSPORTATION DEPARTMENT	13-May-2016	\$ 21.05
				<b>Grand Total:</b>	<b>\$ 21.05</b>

PO Number: 342403 Supplier: VISION MARKING DEVICES Date PO 5/13/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	SANTA ANA HIGH SCHOOL	13-May-2016	\$ 41.68
				<b>Grand Total:</b>	<b>\$ 41.68</b>

PO Number: 342405 Supplier: VORT CORPORATION Date PO 5/13/2016

Fund 01	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	Materials & Supplies/Software	MITCHELL CHILD DEVELOPMENT CENTER	13-May-2016	\$ 1,339.20
				<b>Grand Total:</b>	<b>\$ 1,339.20</b>

PO Number: 342406 Supplier: CENTER FOR THE COLLABORATIVE CLASSROOM Date PO 5/13/2016  
 Created: 1:22:08 PM

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ESQUEDA ELEMENTARY SCHOOL	13-May-2016	\$ 5,132.16
				<b>Grand Total:</b>	<b>\$ 5,132.16</b>

PO Number: 342407

Supplier: A. DALGGER & COMPANY, INC. dba ETA  
HAND2MIND

Date PO 5/13/2016  
Created: 1:28:06 PM

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	13-May-2016	\$ 46.45
				<b>Grand Total:</b>	<b>\$ 46.45</b>

PO Number: 342408 Supplier: WOLF & ASSOCIATES, INC. dba AIRWOLF 3D Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	13-May-2016	\$ 987.12
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	13-May-2016	\$ 6,469.20
				<b>Grand Total:</b>	<b>\$ 7,456.32</b>

PO Number: 342409 Supplier: BARNES & NOBLE BOOKSELLERS, INC. Date PO 5/13/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	13-May-2016	\$ 170.64
				<b>Grand Total:</b>	<b>\$ 170.64</b>

PO Number: 342411 Supplier: CENTERSOURCE SYSTEMS, LLC Date PO 5/13/2016

Fund 01	LCFF-Supplemental/Concentration	Materials & Supplies/Software	PUPIL SUPPORT SERVICES	13-May-2016	\$ 1,514.52
				<b>Grand Total:</b>	<b>\$ 1,514.52</b>

PO Number: 342412 Supplier: THREE STARS PORTABLE TOILET SERVICES Date PO 5/13/2016

Fund 01	Head Start	Rental Contracts	CHILD DEVELOPMENT	13-May-2016	\$ 200.00
				<b>Grand Total:</b>	<b>\$ 200.00</b>

PO Number: 342413 Supplier: OFFICE DEPOT Date PO 5/13/2016

Fund 01	Special Education	Materials & Supplies/Software	WALKER ELEMENTARY SCHOOL	13-May-2016	\$ 98.27
				<b>Grand Total:</b>	<b>\$ 98.27</b>

PO Number: 342414 Supplier: OFFICE DEPOT Date PO 5/13/2016

Fund 12	Child Development: CA State Preschool Prog	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	13-May-2016	\$ 56.54
				<b>Grand Total:</b>	<b>\$ 56.54</b>

PO Number: 342415 Supplier: OFFICE DEPOT Date PO 5/13/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	CENTURY HIGH SCHOOL	13-May-2016	\$ 233.09
				<b>Grand Total:</b>	<b>\$ 233.09</b>

PO Number: 342416 Supplier: ULINE SHIPPING SUPPLIES Date PO 5/13/2016

Fund 01	Fund 01 General Fund	Publication Inventory	PUBLICATIONS	13-May-2016	\$ 160.61
				<b>Grand Total:</b>	<b>\$ 160.61</b>

PO Number: 342417 Supplier: JMJ CONSTRUCTION Date PO 5/13/2016

Fund 01	Unrestricted One-time Funds	Maintenance Contracts Repairs	FACILITIES/GOVERNMENTAL RELATIONS	13-May-2016	\$ 170,562.00
				<b>Grand Total:</b>	<b>\$ 170,562.00</b>

PO Number: 342418 Supplier: OFFICE DEPOT Date PO 5/13/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	ACCOUNTING DEPARTMENT	13-May-2016	\$ 90.70
				<b>Grand Total:</b>	<b>\$ 90.70</b>

<b>PO Number: 342419</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/13/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			VALLEY HIGH SCHOOL	13-May-2016	\$ 837.21
						<b>Grand Total:</b>	<b>\$ 837.21</b>
<b>PO Number: 342420</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/13/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			SEGERSTROM HIGH SCHOOL	13-May-2016	\$ 142.48
						<b>Grand Total:</b>	<b>\$ 142.48</b>
<b>PO Number: 342422</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/13/2016</b>			
Fund 01	Head Start	Office Supplies			CHILD DEVELOPMENT	13-May-2016	\$ 73.80
						<b>Grand Total:</b>	<b>\$ 73.80</b>
<b>PO Number: 342423</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/13/2016</b>			
Fund 01	Saturday Attendance Recovery Program (WIN)	Materials & Supplies/Software			SPURGEON INTERMEDIATE SCHOOL	13-May-2016	\$ 135.18
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			SPURGEON INTERMEDIATE SCHOOL	13-May-2016	\$ 67.68
						<b>Grand Total:</b>	<b>\$ 202.86</b>
<b>PO Number: 342424</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/13/2016</b>			
Fund 01	Head Start	Office Supplies			CHILD DEVELOPMENT	13-May-2016	\$ 175.39
						<b>Grand Total:</b>	<b>\$ 175.39</b>
<b>PO Number: 342425</b>		<b>Supplier: PETER T. TURCHYN dba PT PRODUCTIONS</b>	<b>Date PO</b>	<b>5/16/2016</b>			
Fund 68	Fund 68 Workers' Compensation	Legal Audit and Election Contracts			RISK MANAGEMENT	16-May-2016	\$ 700.00
						<b>Grand Total:</b>	<b>\$ 700.00</b>
<b>PO Number: 342426</b>		<b>Supplier: A. DALGGER &amp; COMPANY, INC. dba ETA HAND2MIND</b>	<b>Date PO</b>	<b>5/16/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			MARTIN ELEMENTARY SCHOOL	16-May-2016	\$ 609.24
						<b>Grand Total:</b>	<b>\$ 609.24</b>
<b>PO Number: 342427</b>		<b>Supplier: GOPHER</b>	<b>Date PO</b>	<b>5/16/2016</b>			
Fund 09	Fund 09 One-Time Funds	Office Supplies			ADVANCED LEARNING ACADEMY	16-May-2016	\$ 660.59
						<b>Grand Total:</b>	<b>\$ 660.59</b>
<b>PO Number: 342429</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/16/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SPURGEON INTERMEDIATE SCHOOL	16-May-2016	\$ 718.11
						<b>Grand Total:</b>	<b>\$ 718.11</b>
<b>PO Number: 342430</b>		<b>Supplier: CHEFS' TOYS</b>	<b>Date PO</b>	<b>5/16/2016</b>			
Fund 13	Child Nutrition: School Programs	Other Equipment			MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	16-May-2016	\$ 27,730.34
						<b>Grand Total:</b>	<b>\$ 27,730.34</b>
<b>PO Number: 342431</b>		<b>Supplier: CHEFS' TOYS</b>	<b>Date PO</b>	<b>5/16/2016</b>			
Fund 13	Child Nutrition: School Programs	Other Equipment			MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	16-May-2016	\$ 12,972.85
						<b>Grand Total:</b>	<b>\$ 12,972.85</b>

<b>PO Number: 342432</b>		<b>Supplier: SAMYS CAMERA</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			SANTA ANA HIGH SCHOOL	16-May-2016	\$	2,091.31
						<b>Grand Total:</b>	\$	2,091.31
<b>PO Number: 342433</b>		<b>Supplier: CIVIC CENTER LOCK AND SAFE</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 01	Head Start	Maintenance Contracts Repairs			CHILD DEVELOPMENT	16-May-2016	\$	414.36
						<b>Grand Total:</b>	\$	414.36
<b>PO Number: 342434</b>		<b>Supplier: CHEFS' TOYS</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 13	Child Nutrition: School Programs	Other Equipment			CENTURY HIGH SCHOOL	16-May-2016	\$	40,703.19
						<b>Grand Total:</b>	\$	40,703.19
<b>PO Number: 342435</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	16-May-	\$	855.93
						<b>Grand Total:</b>	\$	855.93
<b>PO Number: 342436</b>		<b>Supplier: AMERICAN ASSOCIATION OF PHYSICS TEACHERS</b>	<b>Date PO</b>	<b>5/16/2016</b>				
		<b>Created:</b>	<b>8:56:59 AM</b>					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Travel Conference			MIDDLE COLLEGE HIGH SCHOOL	16-May-2016	\$	435.00
						<b>Grand Total:</b>	\$	435.00
<b>PO Number: 342437</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 01	Medical Administrative Activities (MAA)	Office Supplies			PUPIL SUPPORT SERVICES	16-May-2016	\$	164.92
						<b>Grand Total:</b>	\$	164.92
<b>PO Number: 342438</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	16-May-2016	\$	219.73
						<b>Grand Total:</b>	\$	219.73
<b>PO Number: 342439</b>		<b>Supplier: GRAINGER</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies			LATHROP INTERMEDIATE SCHOOL	16-May-2016	\$	272.64
						<b>Grand Total:</b>	\$	272.64
<b>PO Number: 342440</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 13	Child Nutrition: School Programs	Office Supplies			NUTRITION SERVICES	16-May-2016	\$	324.08
						<b>Grand Total:</b>	\$	324.08
<b>PO Number: 342441</b>		<b>Supplier: GRAINGER</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 01	Donations (Miscellaneous)	Materials & Supplies/Software			ROOSEVELT ELEMENTARY SCHOOL	16-May-2016	\$	198.29
						<b>Grand Total:</b>	\$	198.29
<b>PO Number: 342442</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>				
Fund 12	Child Development: CA State Preschool Prog	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	16-May-2016	\$	47.69
						<b>Grand Total:</b>	\$	47.69

<b>PO Number: 342443</b>				<b>Supplier: GRAINGER</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies	LATHROP INTERMEDIATE SCHOOL		16-May-2016	\$	153.19
				<b>Grand Total:</b>		\$	153.19
<b>PO Number: 342444</b>				<b>Supplier: MIDDLE COLLEGE NATIONAL CONSORTIUM</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-income and Neglected, Part A	Travel Conference	MIDDLE COLLEGE HIGH SCHOOL		16-May-2016	\$	3,400.00
				<b>Grand Total:</b>		\$	3,400.00
<b>PO Number: 342445</b>				<b>Supplier: UJINE SHIPPING SUPPLIES</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	Donations (Miscellaneous)	Custodial Supplies	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		16-May-2016	\$	52.65
Fund 01	Donations (Miscellaneous)	Office Supplies	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		16-May-2016	\$	155.50
				<b>Grand Total:</b>		\$	208.15
<b>PO Number: 342446</b>				<b>Supplier: DOLLAMUR SPORT SURFACES</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	One-Time Discretionary Funds	Non-Capitalized Equipment	VALLEY HIGH SCHOOL		16-May-2016	\$	9,911.13
				<b>Grand Total:</b>		\$	9,911.13
<b>PO Number: 342447</b>				<b>Supplier: COLORADO TIME SYSTEMS, LLC</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	One-Time Discretionary Funds	Non-Capitalized Equipment	VALLEY HIGH SCHOOL		16-May-2016	\$	17,470.08
				<b>Grand Total:</b>		\$	17,470.08
<b>PO Number: 342448</b>				<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	PUPIL S SUPPORT SERVICES		16-May-2016	\$	59.35
				<b>Grand Total:</b>		\$	59.35
<b>PO Number: 342449</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL		16-May-2016	\$	131.50
				<b>Grand Total:</b>		\$	131.50
<b>PO Number: 342450</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	HENINGER ELEMENTARY SCHOOL		16-May-2016	\$	464.39
				<b>Grand Total:</b>		\$	464.39
<b>PO Number: 342451</b>				<b>Supplier: CHANNING BETE COMPANY, INC.</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Materials & Supplies/software	REGIONAL OCCUPATIONAL PROGRAM		16-May-2016	\$	747.29
				<b>Grand Total:</b>		\$	747.29
<b>PO Number: 342452</b>				<b>Supplier: BOSCH SECURITY SYSTEMS, INC.</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies	BUILDING SERVICES		16-May-2016	\$	-
				<b>Grand Total:</b>		\$	-
<b>PO Number: 342453</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/16/2016</b>	
Fund 01	LFFF-Supplemental/Concentration	Office Supplies	PUPIL SUPPORT SERVICES		16-May-2016	\$	908.76
				<b>Grand Total:</b>		\$	908.76



PO Number: 342454 Supplier: PROTECTION DESIGN & CONSULTING Date PO 5/16/2016

Fund 40	Fund 40 Special Reserve Fund	Building Improvements	MITCHELL CHILD DEVELOPMENT CENTER	16-May-2016	\$ 3,564.00
<b>Grand Total:</b>					<b>\$ 3,564.00</b>

PO Number: 342455 Supplier: JONES SCHOOL SUPPLY CO., INC. Date PO 5/16/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	KENNEDY ELEMENTARY SCHOOL	16-May-2016	\$ 136.08
<b>Grand Total:</b>					<b>\$ 136.08</b>

PO Number: 342456 Supplier: SPECTRUM CORPORATION Date PO 5/16/2016

Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies	BUILDING SERVICES	16-May-2016	\$ 189.73
<b>Grand Total:</b>					<b>\$ 189.73</b>

PO Number: 342457 Supplier: GBC Date PO 5/16/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	SEPULVEDA ELEMENTARY SCHOOL	16-May-2016	\$ 2,158.92
<b>Grand Total:</b>					<b>\$ 2,158.92</b>

PO Number: 342458 Supplier: ORANGE COUNTY MONSTERCARTS, INC. Date PO 5/16/2016

Fund 01	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	BUILDING SERVICES	16-May-2016	\$ 375.00
<b>Grand Total:</b>					<b>\$ 375.00</b>

PO Number: 342459 Supplier: S & R SPORT Date PO 5/17/2016

Fund 01	One-Time Discretionary Funds	Non-Capitalized Equipment	VALLEY HIGH SCHOOL	17-May-2016	\$ 5,084.29
<b>Grand Total:</b>					<b>\$ 5,084.29</b>

PO Number: 342460 Supplier: OCTA Date PO 5/17/2016

Fund 01	Homeless Children Education Grants	Transportation Contracts Other	STUDENT ACHIEVEMENT	17-May-2016	\$ 12,397.50
<b>Grand Total:</b>					<b>\$ 12,397.50</b>

PO Number: 342461 Supplier: MICHELLE OROZCO 1 Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL	17-May-2016	\$ 360.00
<b>Grand Total:</b>					<b>\$ 360.00</b>

PO Number: 342462 Supplier: COMWEST CONSTRUCTION Date PO 5/17/2016

Fund 13	Child Nutrition: School Programs	Maintenance Contracts Repairs	NUTRITION SERVICES	17-May-2016	\$ 11,727.00
<b>Grand Total:</b>					<b>\$ 11,727.00</b>

PO Number: 342463 Supplier: CASH MEMBERSHIPS Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Dues and Memberships	FACILITIES/GOVERNMENTAL RELATIONS	17-May-2016	\$ 1,010.00
<b>Grand Total:</b>					<b>\$ 1,010.00</b>

PO Number: 342464 Supplier: NATIONAL CENTER FOR RESEARCH IN ADVANCED INFORMATION AND DIGITAL TECHNOLOGIES dba DIGITAL Date PO 5/17/2016  
Created: 8:51:22 AM

Fund 01	LCCF-Supplemental/Concentration	Travel Conference	EDUCATIONAL SERVICES DIVISION	17-May-2016	\$ 750.00
<b>Grand Total:</b>					<b>\$ 750.00</b>

PO Number: 342465 Supplier: ORANGE COUNTY REGISTER Date PO 5/17/2016

Fund 40	Emergency Repair Prgm-Williams Case	Building Improvements	REMINGTON ELEMENTARY SCHOOL	17-May-2016	\$ 3,726.00
				<b>Grand Total:</b>	<b>\$ 3,726.00</b>

PO Number: 342466 Supplier: BSN SPORTS Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	VALLEY HIGH SCHOOL	17-May-2016	\$ -
				<b>Grand Total:</b>	<b>\$ -</b>

PO Number: 342467 Supplier: TOMARK SPORTS, INC. Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	VALLEY HIGH SCHOOL	17-May-2016	\$ 1,010.71
				<b>Grand Total:</b>	<b>\$ 1,010.71</b>

PO Number: 342468 Supplier: BOWERS MUSEUM OF CULTURAL ART Date PO 5/17/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Other Contracts (Software Licensing, Physicals, etc)	JACKSON ELEMENTARY SCHOOL	17-May-2016	\$ 1,482.00
				<b>Grand Total:</b>	<b>\$ 1,482.00</b>

PO Number: 342469 Supplier: BOWERS MUSEUM OF CULTURAL ART Date PO 5/17/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Other Contracts (Software Licensing, Physicals, etc)	JACKSON ELEMENTARY SCHOOL	17-May-2016	\$ 988.00
				<b>Grand Total:</b>	<b>\$ 988.00</b>

PO Number: 342470 Supplier: JANET JUN Date PO 5/17/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Consultants Instructional	HENINGER ELEMENTARY SCHOOL	17-May-2016	\$ 500.00
				<b>Grand Total:</b>	<b>\$ 500.00</b>

PO Number: 342471 Supplier: OCDE/AP IN THE OC Date PO 5/17/2016

Fund 01	Special Education	Travel Conference	SPECIAL EDUCATION	17-May-2016	\$ 750.00
				<b>Grand Total:</b>	<b>\$ 750.00</b>

PO Number: 342472 Supplier: VMI, INC. Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	COMMUNICATIONS OFFICE	17-May-2016	\$ 4,782.24
				<b>Grand Total:</b>	<b>\$ 4,782.24</b>

PO Number: 342473 Supplier: APPLE, INC. Date PO 5/17/2016

Fund 12	Child Development: CA State Preschool Prog	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 100.44
Fund 12	Child Development: CA State Preschool Prog	Non-Capitalized Equipment	EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 13,196.52
				<b>Grand Total:</b>	<b>\$ 13,296.96</b>

PO Number: 342474 Supplier: APPLE, INC. Date PO 5/17/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	17-May-2016	\$ 1,237.68
				<b>Grand Total:</b>	<b>\$ 1,237.68</b>

PO Number: 342475 Supplier: AREY JONES EDUCATIONAL SOLUTIONS Date PO 5/17/2016

Fund 13	Child Nutrition: School Programs	Non-Capitalized Equipment	NUTRITION SERVICES	17-May-2016	\$ 152,134.20
				<b>Grand Total:</b>	<b>\$ 152,134.20</b>

PO Number: 342476		Supplier: STATEWIDE TRAFFIC SAFETY & SIGNS	Date PO	5/17/2016			
Fund 01	Unrestricted One-time Funds	Rental Contracts			PURCHASING DEPARTMENT	17-May-2016	\$ 2,000.00
						<b>Grand Total:</b>	<b>\$ 2,000.00</b>
PO Number: 342477		Supplier: CDW GOVERNMENT, INC.	Date PO	5/17/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			ESQUEDA ELEMENTARY SCHOOL	17-May-2016	\$ 75.82
						<b>Grand Total:</b>	<b>\$ 75.82</b>
PO Number: 342478		Supplier: HUGO'S CUSTOM SHEET METAL, INC.	Date PO	5/17/2016			
Fund 01	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs			PUBLICATIONS	17-May-2016	\$ 1,800.00
						<b>Grand Total:</b>	<b>\$ 1,800.00</b>
PO Number: 342479		Supplier: DAVEY'S LOCKER	Date PO	5/17/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Sub-Agreements Transportation			GARFIELD ELEMENTARY SCHOOL	17-May-2016	\$ 1,100.00
						<b>Grand Total:</b>	<b>\$ 1,100.00</b>
PO Number: 342480		Supplier: ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Date PO	5/17/2016			
		Created:		10:34:58 AM			
Fund 09	Fund 09 One-Time Funds	Materials & supplies/software			ADVANCED LEARNING ACADEMY	17-May-2016	\$ 2,025.00
						<b>Grand Total:</b>	<b>\$ 2,025.00</b>
PO Number: 342481		Supplier: LUCKY 3 SQUARE, INC. dba 3DSQUARE	Date PO	5/17/2016			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			GARFIELD ELEMENTARY SCHOOL	17-May-2016	\$ 468.00
						<b>Grand Total:</b>	<b>\$ 468.00</b>
PO Number: 342482		Supplier: APPLE, INC.	Date PO	5/17/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			PIO-PICO ELEMENTARY SCHOOL	17-May-2016	\$ 4,211.89
						<b>Grand Total:</b>	<b>\$ 4,211.89</b>
PO Number: 342483		Supplier: NFSMI	Date PO	5/17/2016			
Fund 13	Child Nutrition: School Programs	Travel Conference			NUTRITION SERVICES	17-May-2016	\$ -
						<b>Grand Total:</b>	<b>\$ -</b>
PO Number: 342484		Supplier: REFRIGERATION SUPPLIES DISTRIBUTOR	Date PO	5/17/2016			
Fund 13	Child Nutrition: School Programs	Maintenance Contracts Repairs			NUTRITION SERVICES	17-May-2016	\$ 500.00
						<b>Grand Total:</b>	<b>\$ 500.00</b>
PO Number: 342485		Supplier: ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Date PO	5/17/2016			
		Created:		10:53:33 AM			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SEGERSTROM HIGH SCHOOL	17-May-2016	\$ 1,273.54
						<b>Grand Total:</b>	<b>\$ 1,273.54</b>
PO Number: 342486		Supplier: LAKESHORE LEARNING MATERIALS	Date PO	5/17/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	17-May-2016	\$ 391.69
						<b>Grand Total:</b>	<b>\$ 391.69</b>

PO Number: 342487		Supplier: NATIONAL CONSTRUCTION RENTAL, INC.		Date PO	5/17/2016
Fund 01	Unrestricted One-time Funds	Rental Contracts	PURCHASING DEPARTMENT	17-May-2016	\$ 7,500.00
				<b>Grand Total:</b>	<b>\$ 7,500.00</b>
PO Number: 342488		Supplier: NATIONAL CONSTRUCTION RENTAL, INC.		Date PO	5/17/2016
Fund 01	Unrestricted One-time Funds	Rental Contracts	PURCHASING DEPARTMENT	17-May-2016	\$ 2,500.00
				<b>Grand Total:</b>	<b>\$ 2,500.00</b>
PO Number: 342489		Supplier: SIGNATURE PARTY RENTALS		Date PO	5/17/2016
Fund 01	Unrestricted One-time Funds	Rental Contracts	PURCHASING DEPARTMENT	17-May-2016	\$ 250.00
				<b>Grand Total:</b>	<b>\$ 250.00</b>
PO Number: 342490		Supplier: LAKESHORE LEARNING MATERIALS		Date PO	5/17/2016
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HEROES ELEMENTARY SCHOOL	17-May-2016	\$ 902.76
				<b>Grand Total:</b>	<b>\$ 902.76</b>
PO Number: 342491		Supplier: BAKER PARTY RENTALS, INC.		Date PO	5/17/2016
Fund 01	Unrestricted One-time Funds	Rental Contracts	PURCHASING DEPARTMENT	17-May-2016	\$ 3,000.00
				<b>Grand Total:</b>	<b>\$ 3,000.00</b>
PO Number: 342492		Supplier: LAKESHORE LEARNING MATERIALS		Date PO	5/17/2016
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 316.98
				<b>Grand Total:</b>	<b>\$ 316.98</b>
PO Number: 342493		Supplier: ASSET GENIE, INC. dba AG PARTS WORLDWIDE		Date PO	5/17/2016
				Created:	11:05:04 AM
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	LATHROP INTERMEDIATE SCHOOL	17-May-2016	\$ 2,246.40
				<b>Grand Total:</b>	<b>\$ 2,246.40</b>
PO Number: 342494		Supplier: THE BOOMERANG PROJECT		Date PO	5/17/2016
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Testing Dues & Participation Fees	SADDLEBACK HIGH SCHOOL	17-May-2016	\$ 475.00
				<b>Grand Total:</b>	<b>\$ 475.00</b>
PO Number: 342495		Supplier: LAKESHORE LEARNING MATERIALS		Date PO	5/17/2016
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	REMINGTON ELEMENTARY SCHOOL	17-May-2016	\$ 159.99
				<b>Grand Total:</b>	<b>\$ 159.99</b>
PO Number: 342496		Supplier: ASSET GENIE, INC. dba AG PARTS WORLDWIDE		Date PO	5/17/2016
				Created:	11:07:43 AM
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SEGERSTROM HIGH SCHOOL	17-May-2016	\$ 472.55
				<b>Grand Total:</b>	<b>\$ 472.55</b>
PO Number: 342497		Supplier: LAKESHORE LEARNING MATERIALS		Date PO	5/17/2016
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	MADISON ELEMENTARY SCHOOL	17-May-2016	\$ 437.99
				<b>Grand Total:</b>	<b>\$ 437.99</b>

<b>PO Number: 342498</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Special Education	Materials & Supplies/Software			MARTIN ELEMENTARY SCHOOL	17-May-2016	\$ 569.03
							<b>Grand Total: \$ 569.03</b>
<b>PO Number: 342499</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	17-May-2016	\$ 311.35
							<b>Grand Total: \$ 311.35</b>
<b>PO Number: 342500</b>		<b>Supplier: ASSET GENIE, INC. dba AG PARTS WORLDWIDE</b>	<b>Date PO</b>	<b>5/17/2016</b>			
		<b>Created:</b>		<b>11:14:45 AM</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	17-May-2016	\$ 2,923.02
							<b>Grand Total: \$ 2,923.02</b>
<b>PO Number: 342501</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 12	Child Development: CA State Preschool Prog	Non-Capitalized Equipment			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 1,240.92
Fund 12	Child Development: CA State Preschool Prog	Office Supplies			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 3.24
							<b>Grand Total: \$ 1,244.16</b>
<b>PO Number: 342502</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			HENINGER ELEMENTARY SCHOOL	17-May-2016	\$ 510.95
							<b>Grand Total: \$ 510.95</b>
<b>PO Number: 342503</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 12	Child Development: CA State Preschool Prog	Office Supplies			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 416.77
							<b>Grand Total: \$ 416.77</b>
<b>PO Number: 342504</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			FRANKLIN ELEMENTARY SCHOOL	17-May-2016	\$ 1,027.30
							<b>Grand Total: \$ 1,027.30</b>
<b>PO Number: 342505</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	17-May-2016	\$ 297.41
							<b>Grand Total: \$ 297.41</b>
<b>PO Number: 342506</b>		<b>Supplier: GALAXY AUDIO VISUAL INCORPORATED</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			SEGERSTROM HIGH SCHOOL	17-May-2016	\$ 6,800.00
							<b>Grand Total: \$ 6,800.00</b>
<b>PO Number: 342507</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LOWELL ELEMENTARY SCHOOL	17-May-2016	\$ 153.88
							<b>Grand Total: \$ 153.88</b>
<b>PO Number: 342508</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	17-May-2016	\$ 443.65
							<b>Grand Total: \$ 443.65</b>

<b>PO Number: 342510</b>				<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		REMINGTON ELEMENTARY SCHOOL		17-May-2016	\$ 189.74
							<b>Grand Total: \$ 189.74</b>
<b>PO Number: 342511</b>				<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL		17-May-2016	\$ 253.79
							<b>Grand Total: \$ 253.79</b>
<b>PO Number: 342512</b>				<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL		17-May-2016	\$ 300.56
							<b>Grand Total: \$ 300.56</b>
<b>PO Number: 342513</b>				<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		REMINGTON ELEMENTARY SCHOOL		17-May-2016	\$ 470.82
							<b>Grand Total: \$ 470.82</b>
<b>PO Number: 342514</b>				<b>Supplier: BEST BUY GOV, LLC</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		SIERRA PREPARATORY ACADEMY		17-May-2016	\$ 20.00
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment		SIERRA PREPARATORY ACADEMY		17-May-2016	\$ 2,591.96
							<b>Grand Total: \$ 2,611.96</b>
<b>PO Number: 342515</b>				<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		MADISON ELEMENTARY SCHOOL		17-May-2016	\$ 348.69
							<b>Grand Total: \$ 348.69</b>
<b>PO Number: 342516</b>				<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		HEROES ELEMENTARY SCHOOL		17-May-2016	\$ 820.69
							<b>Grand Total: \$ 820.69</b>
<b>PO Number: 342517</b>				<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software		FREMONT ELEMENTARY SCHOOL		17-May-2016	\$ 1,277.37
							<b>Grand Total: \$ 1,277.37</b>
<b>PO Number: 342518</b>				<b>Supplier: GOVCONNECTION</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		TAFT ELEMENTARY SCHOOL		17-May-2016	\$ 83.46
							<b>Grand Total: \$ 83.46</b>
<b>PO Number: 342519</b>				<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		HARVEY ELEMENTARY SCHOOL		17-May-2016	\$ 173.33
							<b>Grand Total: \$ 173.33</b>
<b>PO Number: 342520</b>				<b>Supplier: GOVCONNECTION</b>	<b>Date PO</b>	<b>5/17/2016</b>	
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		JEFFERSON ELEMENTARY SCHOOL		17-May-2016	\$ 4,648.88
							<b>Grand Total: \$ 4,648.88</b>

<b>PO Number: 342521</b>			<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software				17-May-2016	\$ 131.26
						<b>Grand Total:</b>	<b>\$ 131.26</b>
<b>PO Number: 342522</b>			<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment				17-May-2016	\$ 1,982.88
Fund 01	One-Time Discretionary Funds	Non-Capitalized Equipment				17-May-2016	\$ 660.96
						<b>Grand Total:</b>	<b>\$ 2,643.84</b>
<b>PO Number: 342523</b>			<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL			17-May-2016	\$ 32,623.56
						<b>Grand Total:</b>	<b>\$ 32,623.56</b>
<b>PO Number: 342524</b>			<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	REMINGTON ELEMENTARY SCHOOL			17-May-2016	\$ 142.61
						<b>Grand Total:</b>	<b>\$ 142.61</b>
<b>PO Number: 342525</b>			<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment				17-May-2016	\$ 2,105.95
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment				17-May-2016	\$ 2,681.64
						<b>Grand Total:</b>	<b>\$ 4,787.59</b>
<b>PO Number: 342526</b>			<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	Special Education	Materials & Supplies/Software	KENNEDY ELEMENTARY SCHOOL			17-May-2016	\$ 18.36
						<b>Grand Total:</b>	<b>\$ 18.36</b>
<b>PO Number: 342527</b>			<b>Supplier: GOVCONNECTION</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	JEFFERSON ELEMENTARY SCHOOL			17-May-2016	\$ 31.71
						<b>Grand Total:</b>	<b>\$ 31.71</b>
<b>PO Number: 342528</b>			<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HEROES ELEMENTARY SCHOOL			17-May-2016	\$ 1,637.50
						<b>Grand Total:</b>	<b>\$ 1,637.50</b>
<b>PO Number: 342529</b>			<b>Supplier: GOVCONNECTION</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	PIC-O-PICO ELEMENTARY SCHOOL			17-May-2016	\$ 593.05
						<b>Grand Total:</b>	<b>\$ 593.05</b>
<b>PO Number: 342530</b>			<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	STUDENT ACHIEVEMENT			17-May-2016	\$ 357.73
						<b>Grand Total:</b>	<b>\$ 357.73</b>
<b>PO Number: 342531</b>			<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	MARTIN ELEMENTARY SCHOOL			17-May-2016	\$ 271.83
						<b>Grand Total:</b>	<b>\$ 271.83</b>

<b>PO Number: 342532</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 13	Child Nutrition: School Programs	Office Supplies			NUTRITION SERVICES	17-May-2016	\$	185.06
							<b>Grand Total:</b>	<b>\$ 185.06</b>
<b>PO Number: 342533</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			KING ELEMENTARY SCHOOL	17-May-2016	\$	4,421.22
							<b>Grand Total:</b>	<b>\$ 4,421.22</b>
<b>PO Number: 342534</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	17-May-2016	\$	684.29
							<b>Grand Total:</b>	<b>\$ 684.29</b>
<b>PO Number: 342535</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	17-May-2016	\$	2,312.29
							<b>Grand Total:</b>	<b>\$ 2,312.29</b>
<b>PO Number: 342536</b>		<b>Supplier: EXPLORE LEARNING</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Other Contracts (Software Licensing, Physicals, etc)			SEGERSTROM HIGH SCHOOL	17-May-2016	\$	4,313.52
							<b>Grand Total:</b>	<b>\$ 4,313.52</b>
<b>PO Number: 342537</b>		<b>Supplier: GOVCONNECTION</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LATHROP INTERMEDIATE SCHOOL	17-May-2016	\$	115.99
							<b>Grand Total:</b>	<b>\$ 115.99</b>
<b>PO Number: 342538</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			HOOVER ELEMENTARY SCHOOL	17-May-2016	\$	1,041.12
							<b>Grand Total:</b>	<b>\$ 1,041.12</b>
<b>PO Number: 342539</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			STUDENT ACHIEVEMENT	17-May-2016	\$	75.60
							<b>Grand Total:</b>	<b>\$ 75.60</b>
<b>PO Number: 342540</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 09	Fund 09 One-Time Funds	Materials & Supplies/Software			ADVANCED LEARNING ACADEMY	17-May-2016	\$	384.59
							<b>Grand Total:</b>	<b>\$ 384.59</b>
<b>PO Number: 342541</b>		<b>Supplier: B&amp;H PHOTO VIDEO</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			WILLARD INTERMEDIATE SCHOOL	17-May-2016	\$	4,314.60
							<b>Grand Total:</b>	<b>\$ 4,314.60</b>
<b>PO Number: 342542</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	17-May-2016	\$	918.92
							<b>Grand Total:</b>	<b>\$ 918.92</b>



PO Number: 342543 Supplier: ROSETTA STONE, LTD. Date PO 5/17/2016

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Other Contracts (Software Licensing, Physicals, etc)	ESQUEDA ELEMENTARY SCHOOL	17-May-2016	\$	1,090.00
					<b>Grand Total:</b>	<b>\$ 1,090.00</b>

PO Number: 342544 Supplier: APPLE, INC. Date PO 5/17/2016

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	SEPULVEDA ELEMENTARY SCHOOL	17-May-2016	\$	1,225.80
					<b>Grand Total:</b>	<b>\$ 1,225.80</b>

PO Number: 342545 Supplier: LAKESHORE LEARNING MATERIALS Date PO 5/17/2016

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	17-May-2016	\$	920.28
					<b>Grand Total:</b>	<b>\$ 920.28</b>

PO Number: 342546 Supplier: LAKESHORE LEARNING MATERIALS Date PO 5/17/2016

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ROOSEVELT ELEMENTARY SCHOOL	17-May-2016	\$	114.74
					<b>Grand Total:</b>	<b>\$ 114.74</b>

PO Number: 342547 Supplier: LAKESHORE LEARNING MATERIALS Date PO 5/17/2016

Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	17-May-2016	\$	1,373.67
					<b>Grand Total:</b>	<b>\$ 1,373.67</b>

PO Number: 342548 Supplier: DIGITAL NETWORKS GROUP, INC. Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	JACKSON ELEMENTARY SCHOOL	17-May-2016	\$	8,508.05
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	JACKSON ELEMENTARY SCHOOL	20-May-2016	\$	14,612.41
					<b>Grand Total:</b>	<b>\$ 23,120.46</b>

PO Number: 342549 Supplier: LAKESHORE LEARNING MATERIALS Date PO 5/17/2016

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ESQUEDA ELEMENTARY SCHOOL	17-May-2016	\$	6,886.07
					<b>Grand Total:</b>	<b>\$ 6,886.07</b>

PO Number: 342550 Supplier: LAKESHORE LEARNING MATERIALS Date PO 5/17/2016

Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	17-May-2016	\$	459.59
					<b>Grand Total:</b>	<b>\$ 459.59</b>

PO Number: 342551 Supplier: LAKESHORE LEARNING MATERIALS Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	ESQUEDA ELEMENTARY SCHOOL	17-May-2016	\$	1,510.28
					<b>Grand Total:</b>	<b>\$ 1,510.28</b>

PO Number: 342552 Supplier: LAKESHORE LEARNING MATERIALS Date PO 5/17/2016

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HARVEY ELEMENTARY SCHOOL	17-May-2016	\$	251.30
					<b>Grand Total:</b>	<b>\$ 251.30</b>

PO Number: 342553 Supplier: SDC PUBLICATIONS, INC. Date PO 5/17/2016

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SEGERSTROM HIGH SCHOOL	17-May-2016	\$	132.84
					<b>Grand Total:</b>	<b>\$ 132.84</b>

<b>PO Number: 342554</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LOWELL ELEMENTARY SCHOOL	17-May-2016	\$ 112.82
						<b>Grand Total:</b>	<b>\$ 112.82</b>
<b>PO Number: 342555</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 12	Child Development: CA State Preschool Prog	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 398.46
						<b>Grand Total:</b>	<b>\$ 398.46</b>
<b>PO Number: 342556</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Special Education	Materials & Supplies/Software			MITCHELL CHILD DEVELOPMENT CENTER	17-May-2016	\$ 3,003.56
						<b>Grand Total:</b>	<b>\$ 3,003.56</b>
<b>PO Number: 342557</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	30-RZ002-653 Before and After School Learning & Safe Neighborhood Partnerships	Materials & Supplies/Software			MUIR FUNDAMENTAL ELEMENTARY SCHOOL	17-May-2016	\$ 370.76
						<b>Grand Total:</b>	<b>\$ 370.76</b>
<b>PO Number: 342558</b>		<b>Supplier: LISA FAWN BARSAMIAN dba OFFICE SEATING OUTLET</b>	<b>Date PO</b>	<b>5/17/2016</b>			
			<b>Created:</b>	<b>1:10:29 PM</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & supplies/software			FRANKLIN ELEMENTARY SCHOOL	17-May-2016	\$ 645.84
						<b>Grand Total:</b>	<b>\$ 645.84</b>
<b>PO Number: 342559</b>		<b>Supplier: SUPER DUPER PUBLICATIONS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Special Education	Other Contracts (Software Licensing, Physicals, etc)			SPEECH & LANGUAGE	17-May-2016	\$ 200.53
						<b>Grand Total:</b>	<b>\$ 200.53</b>
<b>PO Number: 342560</b>		<b>Supplier: UNITED RENTALS NORTHWEST, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Unrestricted One-time Funds	Rental Contracts			PURCHASING DEPARTMENT	17-May-2016	\$ 2,500.00
						<b>Grand Total:</b>	<b>\$ 2,500.00</b>
<b>PO Number: 342561</b>		<b>Supplier: ARTS ATTACK</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			FREMONT ELEMENTARY SCHOOL	17-May-2016	\$ 2,293.92
						<b>Grand Total:</b>	<b>\$ 2,293.92</b>
<b>PO Number: 342563</b>		<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	Head Start	Non-Capitalized Equipment			CHILD DEVELOPMENT	17-May-2016	\$ 7,774.08
						<b>Grand Total:</b>	<b>\$ 7,774.08</b>
<b>PO Number: 342564</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			SANTA ANA HIGH SCHOOL	17-May-2016	\$ 7,561.84
						<b>Grand Total:</b>	<b>\$ 7,561.84</b>
<b>PO Number: 342565</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/17/2016</b>			
Fund 12	Child Development: CA State Preschool Prog	Non-Capitalized Equipment			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 2,265.84
Fund 12	Child Development: CA State Preschool Prog	Office Supplies			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 8.64
						<b>Grand Total:</b>	<b>\$ 2,274.48</b>

PO Number: 342566 Supplier: INLAND KENWORTH (US), INC. Date PO 5/17/2016

Fund 13	Child Nutrition: School Programs	Non-Capitalized Equipment	NUTRITION SERVICES	17-May-2016	\$ 5,524.00
				<b>Grand Total:</b>	<b>\$ 5,524.00</b>

PO Number: 342567 Supplier: PROSOUND AND STAGE LIGHTING Date PO 5/17/2016

Fund 01	Unrestricted One-time Funds	Materials & Supplies/Software	PURCHASING DEPARTMENT	17-May-2016	\$ 1,295.94
				<b>Grand Total:</b>	<b>\$ 1,295.94</b>

PO Number: 342568 Supplier: APPLE, INC. Date PO 5/17/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GARFIELD ELEMENTARY SCHOOL	17-May-2016	\$ 7,838.64
				<b>Grand Total:</b>	<b>\$ 7,838.64</b>

PO Number: 342570 Supplier: AREY JONES EDUCATIONAL SOLUTIONS Date PO 5/17/2016

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	PIDO-PICO ELEMENTARY SCHOOL	17-May-2016	\$ 1,232.28
				<b>Grand Total:</b>	<b>\$ 1,232.28</b>

PO Number: 342571 Supplier: BRETTFORD MANUFACTURING Date PO 5/17/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	CENTURY HIGH SCHOOL	17-May-2016	\$ 3,714.00
				<b>Grand Total:</b>	<b>\$ 3,714.00</b>

PO Number: 342572 Supplier: DAKTRONICS, INC. Date PO 5/17/2016

Fund 01	One-Time Discretionary Funds	Other Equipment	DIAMOND ELEMENTARY SCHOOL	17-May-2016	\$ 1,450.00
Fund 01	Saturday Attendance Recovery Program (WIN)	Other Equipment	DIAMOND ELEMENTARY SCHOOL	17-May-2016	\$ 10,073.00
Fund 01	Unrestricted Discretionary Accounts	Other Equipment	DIAMOND ELEMENTARY SCHOOL	17-May-2016	\$ 2,529.00
				<b>Grand Total:</b>	<b>\$ 14,052.00</b>

PO Number: 342573 Supplier: SUPER DUPER PUBLICATIONS Date PO 5/17/2016

Fund 01	Medi-Cal Billing Option	Materials & Supplies/Software	SPEECH & LANGUAGE	17-May-2016	\$ 294.54
				<b>Grand Total:</b>	<b>\$ 294.54</b>

PO Number: 342574 Supplier: ACADEMIC THERAPY PUBLICATIONS HIGH NOON Date PO 5/17/2016  
 Created: 3:16:56 PM

Fund 01	Special Education	Materials & Supplies/Software	SPECIAL EDUCATION	17-May-2016	\$ 534.60
				<b>Grand Total:</b>	<b>\$ 534.60</b>

PO Number: 342575 Supplier: AREY JONES EDUCATIONAL SOLUTIONS Date PO 5/17/2016

Fund 13	Child Nutrition: School Programs	Office Supplies	NUTRITION SERVICES	17-May-2016	\$ 8,416.44
				<b>Grand Total:</b>	<b>\$ 8,416.44</b>

PO Number: 342576 Supplier: B&H PHOTO VIDEO Date PO 5/17/2016

Fund 01	Supplementary Prgs-Specialized Secondary	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL	17-May-2016	\$ 1,339.83
Fund 01	Supplementary Prgs-Specialized Secondary	Non-Capitalized Equipment	SANTA ANA HIGH SCHOOL	17-May-2016	\$ 18,025.31
				<b>Grand Total:</b>	<b>\$ 19,365.14</b>

PO Number: 342577		Supplier: CDW GOVERNMENT, INC.	Date PO	5/17/2016			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			SIERRA PREPARATORY ACADEMY	17-May-2016	\$ 306.89
						<b>Grand Total:</b>	<b>\$ 306.89</b>
PO Number: 342578		Supplier: AREY JONES EDUCATIONAL SOLUTIONS	Date PO	5/17/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			ROOSEVELT ELEMENTARY SCHOOL	17-May-2016	\$ 10,319.40
						<b>Grand Total:</b>	<b>\$ 10,319.40</b>
PO Number: 342579		Supplier: ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Date PO	5/17/2016			
		Created:	4:09:06 PM				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	17-May-2016	\$ 2,495.88
						<b>Grand Total:</b>	<b>\$ 2,495.88</b>
PO Number: 342580		Supplier: LINCO	Date PO	5/17/2016			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			WAREHOUSE AND DELIVERY	17-May-2016	\$ 1,679.08
						<b>Grand Total:</b>	<b>\$ 1,679.08</b>
PO Number: 342581		Supplier: P & R PAPER SUPPLY CO.	Date PO	5/17/2016			
Fund 01	Fund 01 General Fund	Stores			WAREHOUSE AND DELIVERY	17-May-2016	\$ 1,299.24
						<b>Grand Total:</b>	<b>\$ 1,299.24</b>
PO Number: 342582		Supplier: DELL MARKETING L.P.	Date PO	5/17/2016			
Fund 01	LCFF-Supplemental/Concentration	Non-Capitalized Equipment			COMMUNITY DAY HIGH SCHOOL	17-May-2016	\$ 2,381.46
						<b>Grand Total:</b>	<b>\$ 2,381.46</b>
PO Number: 342583		Supplier: BRETTFORD MANUFACTURING	Date PO	5/17/2016			
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			CHAVEZ CONTINUATION HIGH SCHOOL	17-May-2016	\$ 1,323.00
						<b>Grand Total:</b>	<b>\$ 1,323.00</b>
PO Number: 342584		Supplier: DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX	Date PO	5/17/2016			
		Created:	4:22:35 PM				
Fund 01	Donations (Miscellaneous)	Custodial Supplies			GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	17-May-2016	\$ 323.84
						<b>Grand Total:</b>	<b>\$ 323.84</b>
PO Number: 342585		Supplier: CDW GOVERNMENT, INC.	Date PO	5/17/2016			
Fund 01	Unrestricted Discretionary Accounts	Other Contracts (Software Licensing, Physicals, etc)			PUPILS SUPPORT SERVICES	17-May-2016	\$ 369.49
						<b>Grand Total:</b>	<b>\$ 369.49</b>
PO Number: 342586		Supplier: AREY JONES EDUCATIONAL SOLUTIONS	Date PO	5/17/2016			
Fund 12	Child Development: CA State Preschool Prog	Non-Capitalized Equipment			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 14,424.48
Fund 12	Child Development: CA State Preschool Prog	Office Supplies			EARLY CHILDHOOD EDUCATION	17-May-2016	\$ 38.88
Fund 12	Child Development: CA State Preschool Prog	Office Supplies			EARLY CHILDHOOD EDUCATION	24-May-2016	\$ -
						<b>Grand Total:</b>	<b>\$ 14,463.36</b>

<b>PO Number: 342587</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SEGERSTROM HIGH SCHOOL		17-May-2016	\$ 361.63
							<b>Grand Total:</b>	<b>\$ 361.63</b>
<b>PO Number: 342588</b>		<b>Supplier: GRAINGER</b>	<b>Date PO</b>	<b>5/17/2016</b>				
Fund 01	Ongoing & Major Maintenance Account	HVAC Supplies			BUILDING SERVICES		17-May-2016	\$ 4,973.66
Fund 01	Ongoing & Major Maintenance Account	HVAC Supplies			BUILDING SERVICES		18-May-2016	\$ 1,726.02
							<b>Grand Total:</b>	<b>\$ 6,699.68</b>
<b>PO Number: 342589</b>		<b>Supplier: CHANNING BETE COMPANY, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Materials & Supplies/Software			REGIONAL OCCUPATIONAL PROGRAM		18-May-2016	\$ 2,045.97
							<b>Grand Total:</b>	<b>\$ 2,045.97</b>
<b>PO Number: 342590</b>		<b>Supplier: TEXTBOOK WAREHOUSE, LLC</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			VALLEY HIGH SCHOOL		18-May-2016	\$ 515.81
							<b>Grand Total:</b>	<b>\$ 515.81</b>
<b>PO Number: 342591</b>		<b>Supplier: VILLAGE NURSERY, L.P.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted One-time Funds	Materials & Supplies/Software			PURCHASING DEPARTMENT		18-May-2016	\$ 1,206.36
							<b>Grand Total:</b>	<b>\$ 1,206.36</b>
<b>PO Number: 342592</b>		<b>Supplier: TEXTBOOK WAREHOUSE, LLC</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	Materials & Supplies/Software			MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL		18-May-2016	\$ 339.39
							<b>Grand Total:</b>	<b>\$ 339.39</b>
<b>PO Number: 342593</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			PURCHASING DEPARTMENT		18-May-2016	\$ 853.32
							<b>Grand Total:</b>	<b>\$ 853.32</b>
<b>PO Number: 342594</b>		<b>Supplier: PEARSON ASSESSMENTS</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Special Education	Materials & Supplies/Software			SPEECH & LANGUAGE		18-May-2016	\$ 504.91
							<b>Grand Total:</b>	<b>\$ 504.91</b>
<b>PO Number: 342595</b>		<b>Supplier: BARNES &amp; NOBLE BOOKSELLERS, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials			SEGERSTROM HIGH SCHOOL		18-May-2016	\$ 168.72
							<b>Grand Total:</b>	<b>\$ 168.72</b>
<b>PO Number: 342596</b>		<b>Supplier: AREY JONES EDUCATIONAL SOLUTIONS</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			PURCHASING DEPARTMENT		18-May-2016	\$ 999.00
							<b>Grand Total:</b>	<b>\$ 999.00</b>
<b>PO Number: 342597</b>		<b>Supplier: OXFORD UNIVERSITY PRESS</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	LCFF-Supplemental/Concentration	Materials & Supplies/Software			EDUCATIONAL SERVICES DIVISION		18-May-2016	\$ 2,920.73
							<b>Grand Total:</b>	<b>\$ 2,920.73</b>

<b>PO Number: 342598</b>		<b>Supplier: TEACHER CREATED MATERIALS</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			ESQUEDA ELEMENTARY SCHOOL	18-May-2016	\$	6,732.33
						<b>Grand Total:</b>	\$	6,732.33
<b>PO Number: 342599</b>		<b>Supplier: VERITIV OPERATING COMPANY</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Fund 01 General Fund	Publication Inventory			PUBLICATIONS	23-May-2016	\$	6,036.98
						<b>Grand Total:</b>	\$	6,036.98
<b>PO Number: 342600</b>		<b>Supplier: CULVER NEWLIN, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	NCLB:Title I, School Improvement Grant OEIA	Materials & Supplies/Software			VALLEY HIGH SCHOOL	18-May-2016	\$	67,040.11
Fund 01	NCLB:Title I, School Improvement Grant OEIA	Non-Capitalized Equipment			VALLEY HIGH SCHOOL	18-May-2016	\$	37,188.20
						<b>Grand Total:</b>	\$	104,228.31
<b>PO Number: 342601</b>		<b>Supplier: CULVER NEWLIN, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			FRANKLIN ELEMENTARY SCHOOL	18-May-2016	\$	1,299.78
						<b>Grand Total:</b>	\$	1,299.78
<b>PO Number: 342602</b>		<b>Supplier: TAMARA CRAVER DBA DIAMOND MUSIC STUDIO</b>	<b>Date PO</b>	<b>5/18/2016</b>				
		<b>Created:</b>	<b>9:37:46 AM</b>					
<b>PO Number: 342603</b>		<b>Supplier: ACTION SALES</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Consultants Instructional			VISUAL & PERFORMING ARTS	18-May-2016	\$	300.00
						<b>Grand Total:</b>	\$	300.00
<b>PO Number: 342604</b>		<b>Supplier: CHEFS' TOYS</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 13	Child Nutrition: School Programs	Other Equipment			NUTRITION SERVICES	18-May-2016	\$	6,565.32
						<b>Grand Total:</b>	\$	6,565.32
<b>PO Number: 342605</b>		<b>Supplier: CHEFS' TOYS</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 13	Child Nutrition: School Programs	Other Equipment			WILLARD INTERMEDIATE SCHOOL	18-May-2016	\$	9,539.94
						<b>Grand Total:</b>	\$	9,539.94
<b>PO Number: 342606</b>		<b>Supplier: CHEFS' TOYS</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 13	Child Nutrition: School Programs	Supplies Inventory Used Cafeteria			NUTRITION SERVICES	18-May-2016	\$	330.27
						<b>Grand Total:</b>	\$	330.27
<b>PO Number: 342607</b>		<b>Supplier: GEMMA HEBSON</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 13	Child Nutrition: School Programs	Supplies Inventory Used Cafeteria			NUTRITION SERVICES	18-May-2016	\$	304.49
						<b>Grand Total:</b>	\$	304.49
<b>PO Number: 342609</b>		<b>Supplier: CULVER NEWLIN, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Consultants Instructional			SANTA ANA HIGH SCHOOL	18-May-2016	\$	1,000.00
						<b>Grand Total:</b>	\$	1,000.00
<b>PO Number: 342609</b>		<b>Supplier: CULVER NEWLIN, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>				
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			MARTIN ELEMENTARY SCHOOL	18-May-2016	\$	570.67
						<b>Grand Total:</b>	\$	570.67

PO Number: 342610 Supplier: KAPLAN EARLY LEARNING COMPANY Date PO 5/18/2016

Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	18-May-2016	\$ 146.31
				<b>Grand Total:</b>	<b>\$ 146.31</b>

PO Number: 342611 Supplier: CULVER NEWLIN, INC. Date PO 5/18/2016

Fund 01	California Career Pathways Trust	Materials & Supplies/Software	REGIONAL OCCUPATIONAL PROGRAM	18-May-2016	\$ 2,689.45
Fund 01	California Career Pathways Trust	Non-Capitalized Equipment	REGIONAL OCCUPATIONAL PROGRAM	18-May-2016	\$ 7,103.38
				<b>Grand Total:</b>	<b>\$ 9,792.83</b>

PO Number: 342612 Supplier: DEMCO Date PO 5/18/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	WASHINGTON ELEMENTARY SCHOOL	18-May-2016	\$ 141.77
				<b>Grand Total:</b>	<b>\$ 141.77</b>

PO Number: 342613 Supplier: DEMCO Date PO 5/18/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	REMINGTON ELEMENTARY SCHOOL	18-May-2016	\$ 93.31
				<b>Grand Total:</b>	<b>\$ 93.31</b>

PO Number: 342614 Supplier: ACTION SALES Date PO 5/18/2016

Fund 13	Child Nutrition: School Programs	Maintenance Contracts Repairs	NUTRITION SERVICES	18-May-2016	\$ 10,000.00
				<b>Grand Total:</b>	<b>\$ 10,000.00</b>

PO Number: 342615 Supplier: PENSKE TRUCK LEASING CO, L.P. Date PO 5/18/2016

Fund 01	Ongoing & Major Maintenance Account	Other Supplies Gasoline	BUILDING SERVICES	18-May-2016	\$ 102.13
				<b>Grand Total:</b>	<b>\$ 102.13</b>

PO Number: 342616 Supplier: SHADOWMAN SPORTS Date PO 5/18/2016

Fund 01	One-Time Discretionary Funds	Non-Capitalized Equipment	VALLEY HIGH SCHOOL	18-May-2016	\$ 5,022.00
				<b>Grand Total:</b>	<b>\$ 5,022.00</b>

PO Number: 342617 Supplier: DEMCO Date PO 5/18/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	LOWELL ELEMENTARY SCHOOL	18-May-2016	\$ 1,269.67
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	LOWELL ELEMENTARY SCHOOL	20-May-2016	\$ 243.02
				<b>Grand Total:</b>	<b>\$ 1,512.69</b>

PO Number: 342618 Supplier: DEMCO Date PO 5/18/2016

Fund 01	Two-Way Digital ITFS License Revenue	Materials & Supplies/Software	TECHNOLOGY	18-May-2016	\$ 93.61
				<b>Grand Total:</b>	<b>\$ 93.61</b>

PO Number: 342619 Supplier: ORIENTAL TRADING COMPANY, INC. Date PO 5/18/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ROOSEVELT ELEMENTARY SCHOOL	18-May-2016	\$ 199.49
				<b>Grand Total:</b>	<b>\$ 199.49</b>

PO Number: 342620 Supplier: BSN SPORTS Date PO 5/18/2016

Fund 01	One-Time Discretionary Funds	Non-Capitalized Equipment	VALLEY HIGH SCHOOL	18-May-2016	\$ 2,651.80
				<b>Grand Total:</b>	<b>\$ 2,651.80</b>

<b>PO Number: 342621</b>				<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		TAFT ELEMENTARY SCHOOL			18-May-2016	\$ 120.63
							<b>Grand Total:</b>	<b>\$ 120.63</b>
<b>PO Number: 342622</b>				<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		GARFIELD ELEMENTARY SCHOOL			18-May-2016	\$ 222.90
							<b>Grand Total:</b>	<b>\$ 222.90</b>
<b>PO Number: 342623</b>				<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		ROMERO-CRUZ ELEMENTARY SCHOOL			18-May-2016	\$ 199.57
							<b>Grand Total:</b>	<b>\$ 199.57</b>
<b>PO Number: 342624</b>				<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		GARFIELD ELEMENTARY SCHOOL			18-May-2016	\$ 389.34
							<b>Grand Total:</b>	<b>\$ 389.34</b>
<b>PO Number: 342625</b>				<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		LOWELL ELEMENTARY SCHOOL			18-May-2016	\$ 315.63
							<b>Grand Total:</b>	<b>\$ 315.63</b>
<b>PO Number: 342626</b>				<b>Supplier: TAIT HILL DBA PULLIN' STRINGS PUPPET PRODUCTIONS</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Consultants Instructional		ROOSEVELT ELEMENTARY SCHOOL		<b>Created:</b>	18-May-2016	\$ 250.00
							<b>Grand Total:</b>	<b>\$ 250.00</b>
<b>PO Number: 342627</b>				<b>Supplier: PREHISTORIC, INC. dba JURASSIC PARTIES AND PREHISTORIC PETS</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Consultants Instructional		ROOSEVELT ELEMENTARY SCHOOL		<b>Created:</b>	18-May-2016	\$ 425.00
							<b>Grand Total:</b>	<b>\$ 425.00</b>
<b>PO Number: 342628</b>				<b>Supplier: MUSIC AND ARTS</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software		ESQUEDA ELEMENTARY SCHOOL			18-May-2016	\$ 1,506.16
							<b>Grand Total:</b>	<b>\$ 1,506.16</b>
<b>PO Number: 342629</b>				<b>Supplier: FOLLETT SCHOOL SOLUTIONS, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	LCFF-Supplemental/Concentration	Materials & Supplies/Software		EDUCATIONAL SERVICES DIVISION			18-May-2016	\$ 18,743.44
							<b>Grand Total:</b>	<b>\$ 18,743.44</b>
<b>PO Number: 342630</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		SANTA ANA HIGH SCHOOL			18-May-2016	\$ 979.86
							<b>Grand Total:</b>	<b>\$ 979.86</b>
<b>PO Number: 342631</b>				<b>Supplier: TEACHERSPAYTEACHERS</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL			18-May-2016	\$ 88.51
							<b>Grand Total:</b>	<b>\$ 88.51</b>



<b>PO Number: 342632</b>		<b>Supplier: PLURAL PUBLISHING</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	Special Education	Materials & Supplies/Software			SPECIAL EDUCATION	18-May-2016	\$ 337.45
						<b>Grand Total:</b>	<b>\$ 337.45</b>
<b>PO Number: 342633</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LOWELL ELEMENTARY SCHOOL	18-May-2016	\$ 171.36
						<b>Grand Total:</b>	<b>\$ 171.36</b>
<b>PO Number: 342634</b>		<b>Supplier: BEYOND PLAY, LLC</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	Materials & Supplies/Software			MITCHELL CHILD DEVELOPMENT CENTER	18-May-2016	\$ 516.85
						<b>Grand Total:</b>	<b>\$ 516.85</b>
<b>PO Number: 342636</b>		<b>Supplier: BEYOND PLAY, LLC</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	Special Education	Materials & Supplies/Software			MITCHELL CHILD DEVELOPMENT CENTER	18-May-2016	\$ 38.24
						<b>Grand Total:</b>	<b>\$ 38.24</b>
<b>PO Number: 342637</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	Head Start	Office Supplies			CHILD DEVELOPMENT	18-May-2016	\$ 118.79
						<b>Grand Total:</b>	<b>\$ 118.79</b>
<b>PO Number: 342638</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			WALKER ELEMENTARY SCHOOL	18-May-2016	\$ 16.96
						<b>Grand Total:</b>	<b>\$ 16.96</b>
<b>PO Number: 342639</b>		<b>Supplier: SCHOOL SPECIALTY/CLASSROOM DIRECT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			WILLARD INTERMEDIATE SCHOOL	18-May-2016	\$ 296.51
						<b>Grand Total:</b>	<b>\$ 296.51</b>
<b>PO Number: 342640</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			MONROE ELEMENTARY SCHOOL	18-May-2016	\$ 129.86
						<b>Grand Total:</b>	<b>\$ 129.86</b>
<b>PO Number: 342641</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			CARR INTERMEDIATE SCHOOL	18-May-2016	\$ 200.29
						<b>Grand Total:</b>	<b>\$ 200.29</b>
<b>PO Number: 342642</b>		<b>Supplier: SCHOOL SPECIALTY/CLASSROOM DIRECT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			EDISON ELEMENTARY SCHOOL	18-May-2016	\$ 179.56
						<b>Grand Total:</b>	<b>\$ 179.56</b>
<b>PO Number: 342643</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			KENNEDY ELEMENTARY SCHOOL	18-May-2016	\$ 168.44
						<b>Grand Total:</b>	<b>\$ 168.44</b>

<b>PO Number: 342644</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				WALKER ELEMENTARY SCHOOL	18-May-2016 \$ 59.50
							<b>Grand Total: \$</b>	<b>59.50</b>
<b>PO Number: 342645</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				WALKER ELEMENTARY SCHOOL	18-May-2016 \$ 51.40
							<b>Grand Total: \$</b>	<b>51.40</b>
<b>PO Number: 342646</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	18-May-2016 \$ 80.08
							<b>Grand Total: \$</b>	<b>80.08</b>
<b>PO Number: 342647</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				HENINGER ELEMENTARY SCHOOL	18-May-2016 \$ 130.11
							<b>Grand Total: \$</b>	<b>130.11</b>
<b>PO Number: 342648</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				GARFIELD ELEMENTARY SCHOOL	18-May-2016 \$ 402.63
							<b>Grand Total: \$</b>	<b>402.63</b>
<b>PO Number: 342649</b>				<b>Supplier: G A SYSTEMS</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 13	Child Nutrition: School Programs		Supplies Inventory Used Cafeteria				MCFADDEN INTERMEDIATE SCHOOL	18-May-2016 \$ 307.80
							<b>Grand Total: \$</b>	<b>307.80</b>
<b>PO Number: 342650</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				MADISON ELEMENTARY SCHOOL	18-May-2016 \$ 117.67
							<b>Grand Total: \$</b>	<b>117.67</b>
<b>PO Number: 342651</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				ESQUEDA ELEMENTARY SCHOOL	18-May-2016 \$ 97.44
							<b>Grand Total: \$</b>	<b>97.44</b>
<b>PO Number: 342652</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				CARR INTERMEDIATE SCHOOL	18-May-2016 \$ 75.57
							<b>Grand Total: \$</b>	<b>75.57</b>
<b>PO Number: 342653</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				MONTE VISTA ELEMENTARY SCHOOL	18-May-2016 \$ 279.75
							<b>Grand Total: \$</b>	<b>279.75</b>
<b>PO Number: 342654</b>				<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software				MONTE VISTA ELEMENTARY SCHOOL	18-May-2016 \$ 262.07
							<b>Grand Total: \$</b>	<b>262.07</b>

<b>PO Number: 342655</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software		TAFT ELEMENTARY SCHOOL	18-May-2016 \$ 103.28
						<b>Grand Total: \$ 103.28</b>
<b>PO Number: 342656</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software		WALKER ELEMENTARY SCHOOL	18-May-2016 \$ 81.75
						<b>Grand Total: \$ 81.75</b>
<b>PO Number: 342657</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	18-May-2016 \$ 93.70
						<b>Grand Total: \$ 93.70</b>
<b>PO Number: 342658</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	18-May-2016 \$ 168.40
						<b>Grand Total: \$ 168.40</b>
<b>PO Number: 342659</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software		CARR INTERMEDIATE SCHOOL	18-May-2016 \$ 234.74
						<b>Grand Total: \$ 234.74</b>
<b>PO Number: 342660</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	21st Century ASSETS (roll-up 4124)		Materials & Supplies/Software		SEGERSTROM HIGH SCHOOL	18-May-2016 \$ 426.81
						<b>Grand Total: \$ 426.81</b>
<b>PO Number: 342661</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	21st Century ASSETS (roll-up 4124)		Materials & Supplies/Software		SANTA ANA HIGH SCHOOL	18-May-2016 \$ 236.20
						<b>Grand Total: \$ 236.20</b>
<b>PO Number: 342662</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software		REMINGTON ELEMENTARY SCHOOL	18-May-2016 \$ 286.30
						<b>Grand Total: \$ 286.30</b>
<b>PO Number: 342663</b>		<b>Supplier: ALL FORMS PRINTING SYSTEMS</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	Unrestricted Discretionary Accounts		Office Supplies		PURCHASING DEPARTMENT	18-May-2016 \$ 971.46
						<b>Grand Total: \$ 971.46</b>
<b>PO Number: 342664</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A		Materials & Supplies/Software		REMINGTON ELEMENTARY SCHOOL	18-May-2016 \$ 258.27
						<b>Grand Total: \$ 258.27</b>
<b>PO Number: 342665</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>		
Fund 01	Unrestricted Discretionary Accounts		Materials & Supplies/Software		KING ELEMENTARY SCHOOL	18-May-2016 \$ 1,398.65
						<b>Grand Total: \$ 1,398.65</b>

<b>PO Number: 342666</b>		<b>Supplier: CANNON SPORTS, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>					
Fund 01	Fund 01 General Fund	Stores			WAREHOUSE AND DELIVERY	18-May-2016	\$	1,404.00	
						<b>Grand Total:</b>	\$	1,404.00	
<b>PO Number: 342667</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/18/2016</b>					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SEPULVEDA ELEMENTARY SCHOOL	18-May-2016	\$	132.59	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			SEPULVEDA ELEMENTARY SCHOOL	18-May-2016	\$	477.71	
						<b>Grand Total:</b>	\$	610.30	
<b>PO Number: 342668</b>		<b>Supplier: LISA FAWN BARSAMIAN dba OFFICE SEATING OUTLET</b>	<b>Date PO</b>	<b>5/18/2016</b>					
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	18-May-2016	\$	1,341.36	
						<b>Grand Total:</b>	\$	1,341.36	
<b>PO Number: 342669</b>		<b>Supplier: WEX BANK, dba WRIGHT EXPRESS FSC</b>	<b>Date PO</b>	<b>5/18/2016</b>					
Fund 01	Unrestricted Discretionary Accounts	Other Supplies Gasoline			SCHOOL POLICE SERVICES	18-May-2016	\$	3,430.31	
Fund 01	Unrestricted Discretionary Accounts	Other Supplies Gasoline			TECHNOLOGY INNOVATION SERVICES	18-May-2016	\$	384.70	
Fund 01	Unrestricted Discretionary Accounts	Other Supplies Gasoline			WAREHOUSE AND DELIVERY	18-May-2016	\$	1,320.97	
Fund 13	Child Nutrition: School Programs	Other Supplies Gasoline			NUTRITION SERVICES	18-May-2016	\$	812.89	
						<b>Grand Total:</b>	\$	5,948.87	
<b>PO Number: 342670</b>		<b>Supplier: CROWN LIFT TRUCKS</b>	<b>Date PO</b>	<b>5/18/2016</b>					
Fund 01	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Materials & Supplies/Software			REGIONAL OCCUPATIONAL PROGRAM	18-May-2016	\$	484.92	
						<b>Grand Total:</b>	\$	484.92	
<b>PO Number: 342671</b>		<b>Supplier: CULVER NEWLIN, INC.</b>	<b>Date PO</b>	<b>5/18/2016</b>					
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			WILLARD INTERMEDIATE SCHOOL	18-May-2016	\$	3,783.51	
						<b>Grand Total:</b>	\$	3,783.51	
<b>PO Number: 342672</b>		<b>Supplier: SONIC SYSTEMS</b>	<b>Date PO</b>	<b>5/19/2016</b>					
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			WILLARD INTERMEDIATE SCHOOL	19-May-2016	\$	718.77	
						<b>Grand Total:</b>	\$	718.77	
<b>PO Number: 342673</b>		<b>Supplier: JEROME FEINGOLD dba SUCH-A-DEAL SPORTING GOODS</b>	<b>Date PO</b>	<b>5/19/2016</b>					
Fund 01	Fund 01 General Fund	Stores			WAREHOUSE AND DELIVERY	19-May-2016	\$	1,296.00	
						<b>Grand Total:</b>	\$	1,296.00	
<b>PO Number: 342674</b>		<b>Supplier: BARNES &amp; NOBLE BOOKSELLERS, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>					
Fund 01	Lottery: Instructional Materials	Textbooks			STATE TEXTBOOKS	19-May-2016	\$	8,544.10	
						<b>Grand Total:</b>	\$	8,544.10	
<b>PO Number: 342676</b>		<b>Supplier: CHAMPION CHEMICAL COMPANY</b>	<b>Date PO</b>	<b>5/19/2016</b>					
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies			BUILDING SERVICES	19-May-2016	\$	1,490.40	
						<b>Grand Total:</b>	\$	1,490.40	

<b>PO Number: 342677</b>		<b>Supplier: STAPLES BUSINESS ADVANTAGE</b>		<b>Date PO 5/19/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	BUSINESS SERVICES DIVISION	19-May-2016	\$ 71.27
				<b>Grand Total:</b>	<b>\$ 71.27</b>
<b>PO Number: 342678</b>		<b>Supplier: COMMUNITY PRODUCTS, LLC dba COMMUNITY PLAYTHINGS</b>		<b>Date PO 5/19/2016</b>	
		<b>Created: 9:17:44 AM</b>			
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	19-May-2016	\$ 583.20
Fund 01	Unrestricted - CalSafe (6091/6092)	Non-Capitalized Equipment	EARLY CHILDHOOD EDUCATION	19-May-2016	\$ 880.20
				<b>Grand Total:</b>	<b>\$ 1,463.40</b>
<b>PO Number: 342679</b>		<b>Supplier: COMMUNITY PRODUCTS, LLC dba COMMUNITY PLAYTHINGS</b>		<b>Date PO 5/19/2016</b>	
		<b>Created: 9:23:39 AM</b>			
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	19-May-2016	\$ 1,082.16
				<b>Grand Total:</b>	<b>\$ 1,082.16</b>
<b>PO Number: 342680</b>		<b>Supplier: COMMUNITY PRODUCTS, LLC dba COMMUNITY PLAYTHINGS</b>		<b>Date PO 5/19/2016</b>	
		<b>Created: 9:27:27 AM</b>			
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	19-May-2016	\$ 135.00
Fund 01	Unrestricted - CalSafe (6091/6092)	Non-Capitalized Equipment	EARLY CHILDHOOD EDUCATION	19-May-2016	\$ 1,053.00
				<b>Grand Total:</b>	<b>\$ 1,188.00</b>
<b>PO Number: 342681</b>		<b>Supplier: ROCHESTER 100, INC.</b>		<b>Date PO 5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	WILSON ELEMENTARY SCHOOL	19-May-2016	\$ 1,108.08
				<b>Grand Total:</b>	<b>\$ 1,108.08</b>
<b>PO Number: 342682</b>		<b>Supplier: ROCHESTER 100, INC.</b>		<b>Date PO 5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	19-May-2016	\$ 3,886.00
				<b>Grand Total:</b>	<b>\$ 3,886.00</b>
<b>PO Number: 342683</b>		<b>Supplier: JONES SCHOOL SUPPLY CO., INC.</b>		<b>Date PO 5/19/2016</b>	
Fund 01	Donations (Miscellaneous)	Materials & Supplies/Software	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	19-May-2016	\$ 61.40
				<b>Grand Total:</b>	<b>\$ 61.40</b>
<b>PO Number: 342684</b>		<b>Supplier: ROCHESTER 100, INC.</b>		<b>Date PO 5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	DIAMOND ELEMENTARY SCHOOL	19-May-2016	\$ 304.56
				<b>Grand Total:</b>	<b>\$ 304.56</b>
<b>PO Number: 342685</b>		<b>Supplier: MUSIC AND ARTS</b>		<b>Date PO 5/19/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	19-May-2016	\$ 215.63
				<b>Grand Total:</b>	<b>\$ 215.63</b>
<b>PO Number: 342686</b>		<b>Supplier: ROCHESTER 100, INC.</b>		<b>Date PO 5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SANTIAGO ELEMENTARY SCHOOL	19-May-2016	\$ 202.50
				<b>Grand Total:</b>	<b>\$ 202.50</b>

<b>PO Number: 342687</b>		<b>Supplier: PLAYERS CHOICE</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LORIN GRISSET ACADEMY	19-May-2016	\$ 391.11
						<b>Grand Total:</b>	<b>\$ 391.11</b>
<b>PO Number: 342688</b>		<b>Supplier: PACIFIC LIFT AND EQUIPMENT CO, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	Maintenance Contracts Repairs			REGIONAL OCCUPATIONAL PROGRAM	19-May-2016	\$ 5,600.00
						<b>Grand Total:</b>	<b>\$ 5,600.00</b>
<b>PO Number: 342689</b>		<b>Supplier: SCHOOL NURSE SUPPLY, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Health Supplies			HOOVER ELEMENTARY SCHOOL	19-May-2016	\$ 127.55
						<b>Grand Total:</b>	<b>\$ 127.55</b>
<b>PO Number: 342690</b>		<b>Supplier: SCHOOL NURSE SUPPLY, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Health Supplies			MARTIN ELEMENTARY SCHOOL	19-May-2016	\$ 166.47
						<b>Grand Total:</b>	<b>\$ 166.47</b>
<b>PO Number: 342691</b>		<b>Supplier: IMAGESSTUFF.COM</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			PUPIL SUPPORT SERVICES	19-May-2016	\$ 9,772.08
						<b>Grand Total:</b>	<b>\$ 9,772.08</b>
<b>PO Number: 342692</b>		<b>Supplier: HARCOURT OUTLINES, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			HENINGER ELEMENTARY SCHOOL	19-May-2016	\$ 528.77
						<b>Grand Total:</b>	<b>\$ 528.77</b>
<b>PO Number: 342693</b>		<b>Supplier: SCHOOL NURSE SUPPLY, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Med/Cal Administrative Activities (MAA)	Health Supplies			PUPIL SUPPORT SERVICES	19-May-2016	\$ 299.18
Fund 01	Med/Cal Administrative Activities (MAA)	Office Supplies			PUPIL SUPPORT SERVICES	19-May-2016	\$ 85.40
						<b>Grand Total:</b>	<b>\$ 384.58</b>
<b>PO Number: 342694</b>		<b>Supplier: NATIONAL PRIZE AND TOY</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			GARFIELD ELEMENTARY SCHOOL	19-May-2016	\$ 256.69
						<b>Grand Total:</b>	<b>\$ 256.69</b>
<b>PO Number: 342695</b>		<b>Supplier: NATIONAL PRIZE AND TOY</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			GARFIELD ELEMENTARY SCHOOL	19-May-2016	\$ 310.93
						<b>Grand Total:</b>	<b>\$ 310.93</b>
<b>PO Number: 342696</b>		<b>Supplier: CM SCHOOL SUPPLY</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	19-May-2016	\$ 229.16
						<b>Grand Total:</b>	<b>\$ 229.16</b>
<b>PO Number: 342697</b>		<b>Supplier: CM SCHOOL SUPPLY</b>	<b>Date PO</b>	<b>5/19/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LOWELL ELEMENTARY SCHOOL	19-May-2016	\$ 74.76
						<b>Grand Total:</b>	<b>\$ 74.76</b>

PO Number: 342698

Supplier: BLICK ART MATERIALS dba DICK BLICK COMPANY Date PO 5/19/2016  
Created: 10:33:30 AM

Fund 01	LFFF-Supplemental/Concentration	Materials & Supplies/Software	EDUCATIONAL SERVICES DIVISION	19-May-2016	\$	457.27
				<b>Grand Total:</b>	\$	457.27

PO Number: 342699 Supplier: BLICK ART MATERIALS dba DICK BLICK COMPANY Date PO 5/19/2016  
Created: 10:37:38 AM

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	TAFT ELEMENTARY SCHOOL	19-May-2016	\$	39.53
				<b>Grand Total:</b>	\$	39.53

PO Number: 342700 Supplier: CROWN AWARDS Date PO 5/19/2016

Fund 01	Donations (Miscellaneous)	Materials & Supplies/Software	JACKSON ELEMENTARY SCHOOL	19-May-2016	\$	768.61
				<b>Grand Total:</b>	\$	768.61

PO Number: 342701 Supplier: REALLY GOOD STUFF, INC. Date PO 5/19/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	19-May-2016	\$	75.55
				<b>Grand Total:</b>	\$	75.55

PO Number: 342702 Supplier: OFFICE DEPOT Date PO 5/19/2016

Fund 13	Child Nutrition: School Programs	Office Supplies	NUTRITION SERVICES	19-May-2016	\$	938.30
				<b>Grand Total:</b>	\$	938.30

PO Number: 342703 Supplier: SCHOOLSIN Date PO 5/19/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	MIDDLE COLLEGE HIGH SCHOOL	19-May-2016	\$	1,225.53
				<b>Grand Total:</b>	\$	1,225.53

PO Number: 342704 Supplier: CRISIS PREVENTION INSTITUTE, INC. Date PO 5/19/2016

Fund 01	Special Ed: Mental Health Services	Materials & Supplies/Software	SPECIAL EDUCATION	19-May-2016	\$	2,449.60
				<b>Grand Total:</b>	\$	2,449.60

PO Number: 342705 Supplier: VIRCO, INC. Date PO 5/19/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	ESQUEDA ELEMENTARY SCHOOL	19-May-2016	\$	3,391.42
				<b>Grand Total:</b>	\$	3,391.42

PO Number: 342706 Supplier: REALLY GOOD STUFF, INC. Date PO 5/19/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	DAVIS ELEMENTARY SCHOOL	19-May-2016	\$	221.36
				<b>Grand Total:</b>	\$	221.36

PO Number: 342707 Supplier: PEARSON CLINICAL Date PO 5/19/2016

Fund 01	Special Education	Materials & Supplies/Software	PSYCHOLOGICAL SERVICES/APE	19-May-2016	\$	58,050.00
Fund 01	Special Education	Materials & Supplies/Software	PSYCHOLOGICAL SERVICES/APE	23-May-2016	\$	1,824.00
				<b>Grand Total:</b>	\$	59,874.00

PO Number: 342709

Supplier: NATIONAL CENTER FOR RESEARCH IN ADVANCED INFORMATION AND DIGITAL TECHNOLOGIES dba DIGITAL PROMISE

Date PO 5/19/2016  
Created: 1:46:53 PM

Fund 01	One-Time Discretionary Funds	Consultants Instructional	EDUCATIONAL SERVICES DIVISION	19-May-2016	\$ 25,000.00
				<b>Grand Total:</b>	<b>\$ 25,000.00</b>
PO Number:	342710	Supplier:	PRO MACH, INC. dba ID TECHNOLOGY, LLC	Date PO 5/19/2016	
Fund 13	Child Nutrition: School Programs	Other Equipment	NUTRITION SERVICES	19-May-2016	\$ 16,096.80
				<b>Grand Total:</b>	<b>\$ 16,096.80</b>
PO Number:	342711	Supplier:	TEACHERSPAYTEACHERS	Date PO 5/19/2016	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	19-May-2016	\$ 85.86
				<b>Grand Total:</b>	<b>\$ 85.86</b>
PO Number:	342712	Supplier:	CONTINENTAL CHEMICAL & SANITARY SUPPLY	Date PO 5/19/2016	
				Created:	1:58:46 PM
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies	BUILDING SERVICES	19-May-2016	\$ 3,753.00
				<b>Grand Total:</b>	<b>\$ 3,753.00</b>
PO Number:	342713	Supplier:	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Date PO 5/19/2016	
Fund 01	Special Education	Materials & Supplies/Software	MITCHELL CHILD DEVELOPMENT CENTER	19-May-2016	\$ 548.58
				<b>Grand Total:</b>	<b>\$ 548.58</b>
PO Number:	342714	Supplier:	AMERICAN TEX-CHEM CORP	Date PO 5/19/2016	
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies	BUILDING SERVICES	19-May-2016	\$ 1,637.28
				<b>Grand Total:</b>	<b>\$ 1,637.28</b>
PO Number:	342715	Supplier:	SONIC SYSTEMS	Date PO 5/19/2016	
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	WILLARD INTERMEDIATE SCHOOL	19-May-2016	\$ 424.17
				<b>Grand Total:</b>	<b>\$ 424.17</b>
PO Number:	342716	Supplier:	APPLE, INC.	Date PO 5/19/2016	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SPURGEON INTERMEDIATE SCHOOL	19-May-2016	\$ 321.84
				<b>Grand Total:</b>	<b>\$ 321.84</b>
PO Number:	342717	Supplier:	OFFICE DEPOT	Date PO 5/19/2016	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SPURGEON INTERMEDIATE SCHOOL	19-May-2016	\$ 541.06
				<b>Grand Total:</b>	<b>\$ 541.06</b>
PO Number:	342718	Supplier:	SCHOOL HEALTH CORPORATION	Date PO 5/19/2016	
Fund 01	MediCal Administrative Activities (MAA)	Health Supplies	PUPIL SUPPORT SERVICES	19-May-2016	\$ 418.76
				<b>Grand Total:</b>	<b>\$ 418.76</b>
PO Number:	342719	Supplier:	B&H PHOTO VIDEO	Date PO 5/19/2016	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SPURGEON INTERMEDIATE SCHOOL	19-May-2016	\$ 1,435.11
				<b>Grand Total:</b>	<b>\$ 1,435.11</b>



<b>PO Number: 342720</b>				<b>Supplier: TWINING CONSULTING, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 25	Fund 25 City Santa Ana Redevelopment	Building Lab Tests Construction	SEGERSTROM HIGH SCHOOL		19-May-2016	\$	16,626.00
						<b>Grand Total: \$</b>	<b>16,626.00</b>
<b>PO Number: 342721</b>				<b>Supplier: iPROMOTEU</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SPURGEON INTERMEDIATE SCHOOL		19-May-2016	\$	584.24
						<b>Grand Total: \$</b>	<b>584.24</b>
<b>PO Number: 342722</b>				<b>Supplier: TEACHERSPAYTEACHERS</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		19-May-2016	\$	150.80
						<b>Grand Total: \$</b>	<b>150.80</b>
<b>PO Number: 342723</b>				<b>Supplier: B&amp;H PHOTO VIDEO</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL		19-May-2016	\$	941.01
						<b>Grand Total: \$</b>	<b>941.01</b>
<b>PO Number: 342724</b>				<b>Supplier: TEACHERSPAYTEACHERS</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		19-May-2016	\$	172.92
						<b>Grand Total: \$</b>	<b>172.92</b>
<b>PO Number: 342725</b>				<b>Supplier: SOS SURVIVAL PRODUCTS</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	THORPE FUNDAMENTAL ELEMENTARY SCHOOL		19-May-2016	\$	40.50
						<b>Grand Total: \$</b>	<b>40.50</b>
<b>PO Number: 342726</b>				<b>Supplier: TEACHERSPAYTEACHERS</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		19-May-2016	\$	155.93
						<b>Grand Total: \$</b>	<b>155.93</b>
<b>PO Number: 342727</b>				<b>Supplier: TEACHERSPAYTEACHERS</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		19-May-2016	\$	191.12
						<b>Grand Total: \$</b>	<b>191.12</b>
<b>PO Number: 342728</b>				<b>Supplier: TEACHERSPAYTEACHERS</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		19-May-2016	\$	32.48
						<b>Grand Total: \$</b>	<b>32.48</b>
<b>PO Number: 342729</b>				<b>Supplier: SCHOOL HEALTH CORPORATION</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL		19-May-2016	\$	4,555.62
						<b>Grand Total: \$</b>	<b>4,555.62</b>
<b>PO Number: 342730</b>				<b>Supplier: BARNES &amp; NOBLE BOOKSELLERS, INC.</b>	<b>Date PO</b>	<b>5/19/2016</b>	
Fund 01	Education Academy [0434] CHS	Materials & Supplies/Software	CENTURY HIGH SCHOOL		19-May-2016	\$	600.17
						<b>Grand Total: \$</b>	<b>600.17</b>

PO Number: 342731 Supplier: A 1 FENCE COMPANY, INC. Date PO 5/19/2016

Fund 01	Ongoing & Major Maintenance Account	General Maintenance Supplies	BUILDING SERVICES	19-May-2016	\$ 2,505.63
				<b>Grand Total:</b>	<b>\$ 2,505.63</b>

PO Number: 342733 Supplier: CAROLYN A. STOEHR Date PO 5/19/2016

Fund 01	Title II-Part A Improving Teacher Quality	Consultants Instructional	NONPUBLIC SCHOOLS	19-May-2016	\$ 2,780.86
				<b>Grand Total:</b>	<b>\$ 2,780.86</b>

PO Number: 342734 Supplier: AT&T DATACOMM, INC. dba AT&T DATACOMM Date PO 5/19/2016  
Created: 3:48:49 PM

Fund 01	Unrestricted Discretionary Accounts	Other Contracts (F4T, Catering, Uniform Cleaning)	DISTRICT-WIDE	19-May-2016	\$ 29,347.37
				<b>Grand Total:</b>	<b>\$ 29,347.37</b>

PO Number: 342736 Supplier: OFFICE DEPOT Date PO 5/19/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	PURCHASING DEPARTMENT	19-May-2016	\$ 35.78
				<b>Grand Total:</b>	<b>\$ 35.78</b>

PO Number: 342737 Supplier: OFFICE DEPOT Date PO 5/19/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	FACILITIES/GOVERNMENTAL RELATIONS	19-May-2016	\$ 532.64
				<b>Grand Total:</b>	<b>\$ 532.64</b>

PO Number: 342738 Supplier: VERITIV OPERATING COMPANY Date PO 5/19/2016

Fund 01	Fund 01 General Fund	Stores	WAREHOUSE AND DELIVERY	24-May-2016	\$ 23,460.19
				<b>Grand Total:</b>	<b>\$ 23,460.19</b>

PO Number: 342739 Supplier: SCHOOL SPECIALTY/CLASSROOM DIRECT Date PO 5/20/2016

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	MONTE VISTA ELEMENTARY SCHOOL	20-May-2016	\$ 747.75
				<b>Grand Total:</b>	<b>\$ 747.75</b>

PO Number: 342740 Supplier: TEXTBOOK WAREHOUSE, LLC Date PO 5/20/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	WILLARD INTERMEDIATE SCHOOL	20-May-2016	\$ 947.70
				<b>Grand Total:</b>	<b>\$ 947.70</b>

PO Number: 342741 Supplier: TEXTBOOK WAREHOUSE, LLC Date PO 5/20/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials	WILLARD INTERMEDIATE SCHOOL	20-May-2016	\$ 661.50
				<b>Grand Total:</b>	<b>\$ 661.50</b>

PO Number: 342742 Supplier: BARNES & NOBLE BOOKSELLERS, INC. Date PO 5/20/2016

Fund 01	IASA:Title I Migrant Ed Regular Program	Materials & Supplies/Software	MIGRANT EDUCATION	20-May-2016	\$ 860.98
				<b>Grand Total:</b>	<b>\$ 860.98</b>

PO Number: 342744 Supplier: SCHOOL OUTFITTERS, LLC Date PO 5/20/2016

Fund 01	LCFF-Supplemental/Concentration	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION	20-May-2016	\$ 661.57
				<b>Grand Total:</b>	<b>\$ 661.57</b>

<b>PO Number: 342745</b>		<b>Supplier: MICHAEL PAUL LLOYD</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Consultants Instructional			SANTA ANA HIGH SCHOOL	20-May-2016	\$ 1,500.00
						<b>Grand Total:</b>	<b>\$ 1,500.00</b>
<b>PO Number: 342746</b>		<b>Supplier: SIGNATURE PARTY RENTALS</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	Ongoing & Major Maintenance Account	Rental Contracts			BUILDING SERVICES	20-May-2016	\$ 616.59
						<b>Grand Total:</b>	<b>\$ 616.59</b>
<b>PO Number: 342747</b>		<b>Supplier: HARCOURT OUTLINES, INC.</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			HENINGER ELEMENTARY SCHOOL	20-May-2016	\$ 472.61
						<b>Grand Total:</b>	<b>\$ 472.61</b>
<b>PO Number: 342748</b>		<b>Supplier: LEGO DACTA PITSCO, LLC dba LEGO EDUCATION</b>	<b>Date PO</b>	<b>5/20/2016</b>			
		<b>Created:</b>	<b>12:15:50 PM</b>				
<b>PO Number: 342749</b>		<b>Supplier: EPS/SCHOOL SPECIALTY LITERACY AND INTERVENTION</b>	<b>Date PO</b>	<b>5/20/2016</b>			
		<b>Created:</b>	<b>12:26:04 PM</b>				
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			FREMONT ELEMENTARY SCHOOL	20-May-2016	\$ 964.72
						<b>Grand Total:</b>	<b>\$ 964.72</b>
<b>PO Number: 342750</b>		<b>Supplier: INFORMATION MANAGEMENT SERVICES, LLC dba MYBINDING.COM</b>	<b>Date PO</b>	<b>5/20/2016</b>			
		<b>Created:</b>	<b>12:33:00 PM</b>				
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			GARFIELD ELEMENTARY SCHOOL	20-May-2016	\$ 3,090.96
						<b>Grand Total:</b>	<b>\$ 3,090.96</b>
<b>PO Number: 342751</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	Head Start	Office Supplies			CHILD DEVELOPMENT	20-May-2016	\$ 376.32
						<b>Grand Total:</b>	<b>\$ 376.32</b>
<b>PO Number: 342752</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			STUDENT ACHIEVEMENT	20-May-2016	\$ 31.32
						<b>Grand Total:</b>	<b>\$ 31.32</b>
<b>PO Number: 342753</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			STUDENT ACHIEVEMENT	20-May-2016	\$ 31.32
						<b>Grand Total:</b>	<b>\$ 31.32</b>
<b>PO Number: 342754</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			CENTURY HIGH SCHOOL	20-May-2016	\$ 85.32
						<b>Grand Total:</b>	<b>\$ 85.32</b>
<b>PO Number: 342755</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO</b>	<b>5/20/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			STUDENT ACHIEVEMENT	20-May-2016	\$ 75.60
						<b>Grand Total:</b>	<b>\$ 75.60</b>

PO Number: 342755		Supplier: APPLE, INC.	Date PO	5/20/2016		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			STUDENT ACHIEVEMENT	20-May-2016 \$ 52.92
						<b>Grand Total: \$ 52.92</b>
PO Number: 342756		Supplier: CAROLINA BIOLOGICAL SUPPLY COMPANY	Date PO	5/20/2016		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			WILLARD INTERMEDIATE SCHOOL	20-May-2016 \$ 94.77
						<b>Grand Total: \$ 94.77</b>
PO Number: 342757		Supplier: CAROLINA BIOLOGICAL SUPPLY COMPANY	Date PO	5/20/2016		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			CARR INTERMEDIATE SCHOOL	20-May-2016 \$ 455.55
						<b>Grand Total: \$ 455.55</b>
PO Number: 342758		Supplier: CAROLINA BIOLOGICAL SUPPLY COMPANY	Date PO	5/20/2016		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			GODINEZ FUNDAMENTAL HIGH SCHOOL	20-May-2016 \$ 498.74
						<b>Grand Total: \$ 498.74</b>
PO Number: 342759		Supplier: CAROLINA BIOLOGICAL SUPPLY COMPANY	Date PO	5/20/2016		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			ROMERO-CRUZ ELEMENTARY SCHOOL	20-May-2016 \$ 91.52
						<b>Grand Total: \$ 91.52</b>
PO Number: 342760		Supplier: B AND H PHOTO VIDEO	Date PO	5/20/2016		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	20-May-2016 \$ 1,678.03
						<b>Grand Total: \$ 1,678.03</b>
PO Number: 342761		Supplier: B AND H PHOTO VIDEO	Date PO	5/20/2016		
Fund 01	High School Inc.	Materials & Supplies/Software			VALLEY HIGH SCHOOL	20-May-2016 \$ 905.79
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment			VALLEY HIGH SCHOOL	20-May-2016 \$ 1,274.40
						<b>Grand Total: \$ 2,180.19</b>
PO Number: 342762		Supplier: PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	Date PO	5/20/2016		
			Created:	1:51:29 PM		
Fund 01	Unrestricted Discretionary Accounts	Books and Other Reference Materials			WASHINGTON ELEMENTARY SCHOOL	20-May-2016 \$ 1,619.53
						<b>Grand Total: \$ 1,619.53</b>
PO Number: 342763		Supplier: US GAMES	Date PO	5/20/2016		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SEPULVEDA ELEMENTARY SCHOOL	20-May-2016 \$ 1,855.86
						<b>Grand Total: \$ 1,855.86</b>
PO Number: 342764		Supplier: US GAMES	Date PO	5/20/2016		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			EDISON ELEMENTARY SCHOOL	20-May-2016 \$ 365.22
						<b>Grand Total: \$ 365.22</b>
PO Number: 342765		Supplier: CREATIVE MARX	Date PO	5/20/2016		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			SEGERSTROM HIGH SCHOOL	20-May-2016 \$ 1,831.14
						<b>Grand Total: \$ 1,831.14</b>

PO Number: 342766      Supplier: LISA FAWN BARSAMIAN dba OFFICE SEATING      Date PO 5/20/2016  
 Created: 2:04:55 PM  
 OUTLET

Fund 01	Unrestricted Discretionary Accounts	Health Supplies	SEPVULVEDA ELEMENTARY SCHOOL	20-May-2016	\$ 149.04
				<b>Grand Total:</b>	<b>\$ 149.04</b>

**PO Number: 342767      Supplier: SCHOOL HEALTH CORPORATION      Date PO 5/20/2016**

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	PUPIL SUPPORT SERVICES	20-May-2016	\$ 524.03
				<b>Grand Total:</b>	<b>\$ 524.03</b>

**PO Number: 342768      Supplier: WOLVERINE FENCE COMPANY, INC.      Date PO 5/20/2016**

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	FRANKLIN ELEMENTARY SCHOOL	20-May-2016	\$ 3,000.00
				<b>Grand Total:</b>	<b>\$ 3,000.00</b>

**PO Number: 342769      Supplier: SCHOOL HEALTH CORPORATION      Date PO 5/20/2016**

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	PUPIL SUPPORT SERVICES	20-May-2016	\$ 524.03
				<b>Grand Total:</b>	<b>\$ 524.03</b>

**PO Number: 342770      Supplier: LAB AIDS      Date PO 5/20/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SANTA ANA HIGH SCHOOL	20-May-2016	\$ 1,482.50
				<b>Grand Total:</b>	<b>\$ 1,482.50</b>

**PO Number: 342771      Supplier: CLASSROOM PRODUCTS      Date PO 5/20/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	MADISON ELEMENTARY SCHOOL	20-May-2016	\$ 375.71
				<b>Grand Total:</b>	<b>\$ 375.71</b>

**PO Number: 342772      Supplier: DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX      Date PO 5/20/2016  
 Created: 2:40:43 PM**

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	SEPVULVEDA ELEMENTARY SCHOOL	20-May-2016	\$ 581.09
				<b>Grand Total:</b>	<b>\$ 581.09</b>

**PO Number: 342773      Supplier: TIM HALL dba THE MUSIC STAND      Date PO 5/20/2016**

Fund 01	One-Time Discretionary Funds	Materials & Supplies/Software	GODINEZ FUNDAMENTAL HIGH SCHOOL	20-May-2016	\$ 1,889.00
Fund 01	One-Time Discretionary Funds	Non-Capitalized Equipment	GODINEZ FUNDAMENTAL HIGH SCHOOL	20-May-2016	\$ 53,059.24
				<b>Grand Total:</b>	<b>\$ 54,948.24</b>

**PO Number: 342774      Supplier: AUDIO RESOURCES GROUP, INC.      Date PO 5/20/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	TAFT ELEMENTARY SCHOOL	20-May-2016	\$ 6,035.04
				<b>Grand Total:</b>	<b>\$ 6,035.04</b>

**PO Number: 342775      Supplier: CULVER NEWLIN, INC.      Date PO 5/20/2016**

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	MONROE ELEMENTARY SCHOOL	20-May-2016	\$ 2,481.84
				<b>Grand Total:</b>	<b>\$ 2,481.84</b>

PO Number: 342776		Supplier: DESIGNING IMAGES GROUP	Date PO	5/20/2016			
Fund 01	Head Start	Materials & Supplies/Software			CHILD DEVELOPMENT	20-May-2016	\$ 4,578.12
						<b>Grand Total:</b>	<b>\$ 4,578.12</b>
PO Number: 342777		Supplier: EVOLLVE, INC.	Date PO	5/20/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			LOWELL ELEMENTARY SCHOOL	20-May-2016	\$ 1,080.00
						<b>Grand Total:</b>	<b>\$ 1,080.00</b>
PO Number: 342778		Supplier: BEST BUY	Date PO	5/20/2016			
Fund 01	Head Start	Office Supplies			CHILD DEVELOPMENT	20-May-2016	\$ 1,689.52
						<b>Grand Total:</b>	<b>\$ 1,689.52</b>
PO Number: 342779		Supplier: GOPHER	Date PO	5/20/2016			
Fund 09	Fund 09 One-Time Funds	Office Supplies			ADVANCED LEARNING ACADEMY	20-May-2016	\$ 202.69
						<b>Grand Total:</b>	<b>\$ 202.69</b>
PO Number: 342780		Supplier: WARD'S NATURAL SCIENCE	Date PO	5/20/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			CARR INTERMEDIATE SCHOOL	20-May-2016	\$ 305.03
						<b>Grand Total:</b>	<b>\$ 305.03</b>
PO Number: 342781		Supplier: VERITIV OPERATING COMPANY	Date PO	5/20/2016			
Fund 01	Fund 01 General Fund	Stores			WAREHOUSE AND DELIVERY	24-May-2016	\$ 23,460.19
						<b>Grand Total:</b>	<b>\$ 23,460.19</b>
PO Number: 342782		Supplier: AAA FLAG & BANNER MANUFACTURING COMPANY, INC.	Date PO	5/20/2016			
			Created:	4:17:58 PM			
Fund 01	Unrestricted Discretionary Accounts	Other Contracts (F4T, Catering, Uniform Cleaning)			COMMUNICATIONS OFFICE	20-May-2016	\$ 12,423.24
						<b>Grand Total:</b>	<b>\$ 12,423.24</b>
PO Number: 342783		Supplier: OFFICE DEPOT	Date PO	5/23/2016			
Fund 01	30-RZ002-653 Before and After School Learning & Safe Neighborhood Partnerships	Materials & Supplies/Software			MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	23-May-2016	\$ 25.69
						<b>Grand Total:</b>	<b>\$ 25.69</b>
PO Number: 342784		Supplier: OFFICE DEPOT	Date PO	5/23/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	23-May-2016	\$ 76.56
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	23-May-2016	\$ 26.21
						<b>Grand Total:</b>	<b>\$ 102.77</b>
PO Number: 342785		Supplier: OFFICE DEPOT	Date PO	5/23/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	23-May-2016	\$ 12.23
						<b>Grand Total:</b>	<b>\$ 12.23</b>
PO Number: 342786		Supplier: OFFICE DEPOT	Date PO	5/23/2016			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	23-May-2016	\$ 55.24
						<b>Grand Total:</b>	<b>\$ 55.24</b>

<b>PO Number: 342787</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LOWELL ELEMENTARY SCHOOL	23-May-2016	\$ 30.75
						<b>Grand Total:</b>	<b>\$ 30.75</b>
<b>PO Number: 342788</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Office Supplies			STUDENT ACHIEVEMENT	23-May-2016	\$ 51.07
						<b>Grand Total:</b>	<b>\$ 51.07</b>
<b>PO Number: 342789</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Special Education	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	23-May-2016	\$ 12.07
						<b>Grand Total:</b>	<b>\$ 12.07</b>
<b>PO Number: 342790</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	23-May-2016	\$ 47.27
						<b>Grand Total:</b>	<b>\$ 47.27</b>
<b>PO Number: 342791</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	23-May-2016	\$ 190.48
						<b>Grand Total:</b>	<b>\$ 190.48</b>
<b>PO Number: 342792</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			WASHINGTON ELEMENTARY SCHOOL	23-May-2016	\$ 125.50
						<b>Grand Total:</b>	<b>\$ 125.50</b>
<b>PO Number: 342793</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Special Education	Materials & Supplies/Software			WALKER ELEMENTARY SCHOOL	23-May-2016	\$ 56.90
						<b>Grand Total:</b>	<b>\$ 56.90</b>
<b>PO Number: 342794</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	LCFF-Supplemental/Concentration	Office Supplies			PUPILS SUPPORT SERVICES	23-May-2016	\$ 539.95
						<b>Grand Total:</b>	<b>\$ 539.95</b>
<b>PO Number: 342795</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			K-12 TEACHING AND LEARNING	23-May-2016	\$ 110.10
						<b>Grand Total:</b>	<b>\$ 110.10</b>
<b>PO Number: 342796</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	23-May-2016	\$ 1,528.18
						<b>Grand Total:</b>	<b>\$ 1,528.18</b>
<b>PO Number: 342797</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Head Start	Materials & Supplies/Software			CHILD DEVELOPMENT	23-May-2016	\$ 115.25
						<b>Grand Total:</b>	<b>\$ 115.25</b>

<b>PO Number: 342798</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			CARVER ELEMENTARY SCHOOL	23-May-2016 \$ 177.88
						<b>Grand Total: \$ 177.88</b>
<b>PO Number: 342799</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			SADDLEBACK HIGH SCHOOL	23-May-2016 \$ 155.41
						<b>Grand Total: \$ 155.41</b>
<b>PO Number: 342800</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			MADISON ELEMENTARY SCHOOL	23-May-2016 \$ 19.41
						<b>Grand Total: \$ 19.41</b>
<b>PO Number: 342801</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			VISUAL & PERFORMING ARTS	23-May-2016 \$ 513.71
						<b>Grand Total: \$ 513.71</b>
<b>PO Number: 342802</b>		<b>Supplier: ACE JANITORIAL</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Custodial Supplies			BUILDING SERVICES	23-May-2016 \$ 319.36
Fund 01	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs			BUILDING SERVICES	23-May-2016 \$ 484.97
						<b>Grand Total: \$ 804.33</b>
<b>PO Number: 342804</b>		<b>Supplier: SEA WORLD OF CALIFORNIA</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Donations (Miscellaneous)	Other Contracts (Software Licensing, Physicals, etc)			REMINGTON ELEMENTARY SCHOOL	23-May-2016 \$ 512.50
						<b>Grand Total: \$ 512.50</b>
<b>PO Number: 342805</b>		<b>Supplier: CULVER NEWLIN, INC.</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	NCLB:Title I, School Improvement Grant OEIA	Non-Capitalized Equipment			VALLEY HIGH SCHOOL	23-May-2016 \$ 9,439.84
						<b>Grand Total: \$ 9,439.84</b>
<b>PO Number: 342806</b>		<b>Supplier: GOVCONNECTION</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			VALLEY HIGH SCHOOL	23-May-2016 \$ 258.55
						<b>Grand Total: \$ 258.55</b>
<b>PO Number: 342807</b>		<b>Supplier: SCHOLASTIC READING CLUB</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	23-May-2016 \$ 22.68
						<b>Grand Total: \$ 22.68</b>
<b>PO Number: 342808</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			THORPE FUNDAMENTAL ELEMENTARY SCHOOL	23-May-2016 \$ 239.52
						<b>Grand Total: \$ 239.52</b>
<b>PO Number: 342809</b>		<b>Supplier: SCHOLASTIC READING CLUB</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Books and Other Reference Materials			WILLARD INTERMEDIATE SCHOOL	23-May-2016 \$ 1,166.40
						<b>Grand Total: \$ 1,166.40</b>



<b>PO Number: 342810</b>		<b>Supplier: DELHI CENTER</b>	<b>Date PO</b> 5/23/2016					
Fund 01	Unrestricted Discretionary Accounts	Other Contracts (F4T, Catering, Uniform Cleaning)	Retiree Award & Recognition	23-May-2016	\$	692.50		
				<b>Grand Total:</b>	\$	692.50		
<b>PO Number: 342811</b>		<b>Supplier: SCHOLASTIC READING CLUB</b>	<b>Date PO</b> 5/23/2016					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	LOWELL ELEMENTARY SCHOOL	23-May-2016	\$	129.60		
				<b>Grand Total:</b>	\$	129.60		
<b>PO Number: 342812</b>		<b>Supplier: SCHOLASTIC READING CLUB</b>	<b>Date PO</b> 5/23/2016					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	MONROE ELEMENTARY SCHOOL	23-May-2016	\$	33.48		
				<b>Grand Total:</b>	\$	33.48		
<b>PO Number: 342813</b>		<b>Supplier: BEKINS MOVING SOLUTIONS, INC.</b>	<b>Date PO</b> 5/23/2016					
Fund 01	Ongoing & Major Maintenance Account	General Maintenance Supplies	BUILDING SERVICES	23-May-2016	\$	674.88		
				<b>Grand Total:</b>	\$	674.88		
<b>PO Number: 342814</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b> 5/23/2016					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	CARVER ELEMENTARY SCHOOL	23-May-2016	\$	326.16		
				<b>Grand Total:</b>	\$	326.16		
<b>PO Number: 342815</b>		<b>Supplier: BEKINS MOVING SOLUTIONS, INC.</b>	<b>Date PO</b> 5/23/2016					
Fund 40	Emergency Repair Prgm-Williams Case	Building Improvements	REMINGTON ELEMENTARY SCHOOL	23-May-2016	\$	674.88		
				<b>Grand Total:</b>	\$	674.88		
<b>PO Number: 342816</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b> 5/23/2016					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ROMERO-CRUZ ELEMENTARY SCHOOL	23-May-2016	\$	1,248.07		
				<b>Grand Total:</b>	\$	1,248.07		
<b>PO Number: 342817</b>		<b>Supplier: REALLY GOOD STUFF, INC.</b>	<b>Date PO</b> 5/23/2016					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ESQUEDA ELEMENTARY SCHOOL	23-May-2016	\$	280.45		
				<b>Grand Total:</b>	\$	280.45		
<b>PO Number: 342818</b>		<b>Supplier: BONNIE WAY COSTUMES, LLC</b>	<b>Date PO</b> 5/23/2016					
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Rental Contracts	SANTA ANA HIGH SCHOOL	23-May-2016	\$	2,500.00		
Fund 01	Unrestricted Discretionary Accounts	Other Contracts (Software Licensing, Physicals, etc)	HENINGER ELEMENTARY SCHOOL	23-May-2016	\$	3,694.00		
				<b>Grand Total:</b>	\$	6,194.00		
<b>PO Number: 342819</b>		<b>Supplier: ELECTRO CONSTRUCTION CORP.</b>	<b>Date PO</b> 5/23/2016					
Fund 01	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	23-May-2016	\$	5,556.00		
				<b>Grand Total:</b>	\$	5,556.00		

PO Number: 342821      Supplier: MEREDITH SCOTT LYNN dba WRITE BRAIN, LLC      Date PO 5/23/2016      Created: 1:49:28 PM

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Consultants Instructional	STUDENT ACHIEVEMENT	23-May-2016	\$ 25,000.00
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Sub-Agreements for Services	STUDENT ACHIEVEMENT	23-May-2016	\$ 83,830.00
<b>Grand Total:</b>					<b>\$ 108,830.00</b>

**PO Number: 342823      Supplier: DAVE BANG ASSOCIATES, INC.      Date PO 5/23/2016**

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	23-May-2016	\$ 2,604.80
<b>Grand Total:</b>					<b>\$ 2,604.80</b>

**PO Number: 342824      Supplier: ATM SPECIALITY SERVICES, INC.      Date PO 5/23/2016**

Fund 01	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	CARR INTERMEDIATE SCHOOL	23-May-2016	\$ 3,200.00
<b>Grand Total:</b>					<b>\$ 3,200.00</b>

**PO Number: 342825      Supplier: BARNES & NOBLE BOOKSELLERS, INC.      Date PO 5/23/2016**

Fund 01	SA Public Schools Foundation (SAPSF) Check	Materials & Supplies/Software	LINCOLN ELEMENTARY SCHOOL	23-May-2016	\$ 87.87
<b>Grand Total:</b>					<b>\$ 87.87</b>

**PO Number: 342826      Supplier: GRAINGER      Date PO 5/23/2016**

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	WILSON ELEMENTARY SCHOOL	23-May-2016	\$ 153.38
<b>Grand Total:</b>					<b>\$ 153.38</b>

**PO Number: 342827      Supplier: FOLLETT SCHOOL SOLUTIONS, INC.      Date PO 5/23/2016**

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	PIO-PICO ELEMENTARY SCHOOL	23-May-2016	\$ 170.63
<b>Grand Total:</b>					<b>\$ 170.63</b>

**PO Number: 342828      Supplier: FOLLETT SCHOOL SOLUTIONS, INC.      Date PO 5/23/2016**

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	PIO-PICO ELEMENTARY SCHOOL	23-May-2016	\$ 510.40
<b>Grand Total:</b>					<b>\$ 510.40</b>

**PO Number: 342829      Supplier: DISCOVERY CUBE ORANGE COUNTY      Date PO 5/23/2016**

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Other Contracts (Software Licensing, Physicals, etc)	HARVEY ELEMENTARY SCHOOL	23-May-2016	\$ 375.00
<b>Grand Total:</b>					<b>\$ 375.00</b>

**PO Number: 342830      Supplier: I INITIAL      Date PO 5/23/2016**

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	TAFT ELEMENTARY SCHOOL	23-May-2016	\$ 667.00
<b>Grand Total:</b>					<b>\$ 667.00</b>

**PO Number: 342831      Supplier: FOLLETT SCHOOL SOLUTIONS, INC.      Date PO 5/23/2016**

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	VALLEY HIGH SCHOOL	23-May-2016	\$ 320.11
<b>Grand Total:</b>					<b>\$ 320.11</b>

**PO Number: 342832      Supplier: LAKESHORE LEARNING MATERIALS      Date PO 5/23/2016**

Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	23-May-2016	\$ 246.11
<b>Grand Total:</b>					<b>\$ 246.11</b>

<b>PO Number: 342833</b>		<b>Supplier: WATCH DAWGS</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			GODINEZ FUNDAMENTAL HIGH SCHOOL	23-May-2016 \$ 1,337.15
						<b>Grand Total: \$ 1,337.15</b>
<b>PO Number: 342834</b>		<b>Supplier: JONES SCHOOL SUPPLY CO., INC.</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Donations (Miscellaneous)	Materials & Supplies/Software			THORPE FUNDAMENTAL ELEMENTARY SCHOOL	23-May-2016 \$ 62.77
						<b>Grand Total: \$ 62.77</b>
<b>PO Number: 342835</b>		<b>Supplier: DIVISION OF STATE ARCHITECT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 40	Fd 40 Kitchen Remodeling	Building Fees/Office of State Architect			SANTA ANA HIGH SCHOOL	23-May-2016 \$ 3,000.00
						<b>Grand Total: \$ 3,000.00</b>
<b>PO Number: 342836</b>		<b>Supplier: SCHOOL OUTFITTERS, LLC</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			SEPULVEDA ELEMENTARY SCHOOL	23-May-2016 \$ 1,509.99
						<b>Grand Total: \$ 1,509.99</b>
<b>PO Number: 342837</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			GODINEZ FUNDAMENTAL HIGH SCHOOL	23-May-2016 \$ 133.34
						<b>Grand Total: \$ 133.34</b>
<b>PO Number: 342838</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			DIAMOND ELEMENTARY SCHOOL	23-May-2016 \$ 92.87
						<b>Grand Total: \$ 92.87</b>
<b>PO Number: 342839</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 13	Child Nutrition: School Programs	Supplies Inventory Used Cafeteria			NUTRITION SERVICES	23-May-2016 \$ 61.52
						<b>Grand Total: \$ 61.52</b>
<b>PO Number: 342840</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			MCFADDEN INTERMEDIATE SCHOOL	23-May-2016 \$ 897.74
						<b>Grand Total: \$ 897.74</b>
<b>PO Number: 342841</b>		<b>Supplier: GRAINGER</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Ongoing & Major Maintenance Account	Electrical/Electronics Building Maintenance Supplies			BUILDING SERVICES	23-May-2016 \$ 2,937.38
						<b>Grand Total: \$ 2,937.38</b>
<b>PO Number: 342842</b>		<b>Supplier: SOUTHWEST SCHOOL AND OFFICE SUPPLY</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			VALLEY HIGH SCHOOL	23-May-2016 \$ 283.83
						<b>Grand Total: \$ 283.83</b>
<b>PO Number: 342843</b>		<b>Supplier: ULINE SHIPPING SUPPLIES</b>	<b>Date PO</b>	<b>5/23/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			MARTIN ELEMENTARY SCHOOL	23-May-2016 \$ 703.78
						<b>Grand Total: \$ 703.78</b>

<b>PO Number: 342844</b>		<b>Supplier: ULINE SHIPPING SUPPLIES</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	One-Time Discretionary Funds	Office Supplies			SADDLEBACK HIGH SCHOOL	23-May-2016	\$ 1,664.98
						<b>Grand Total:</b>	<b>\$ 1,664.98</b>
<b>PO Number: 342845</b>		<b>Supplier: GRAINGER</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Carl D Perkins Section 131 Career and Technical Education act of 1998	Non-Capitalized Equipment			VOCATIONAL EDUCATION	23-May-2016	\$ 901.80
						<b>Grand Total:</b>	<b>\$ 901.80</b>
<b>PO Number: 342846</b>		<b>Supplier: GRAINGER</b>	<b>Date PO</b>	<b>5/23/2016</b>			
Fund 01	Carl D Perkins Section 131 Career and Technical Education act of 1998	Materials & Supplies/Software			VOCATIONAL EDUCATION	23-May-2016	\$ 1,548.12
						<b>Grand Total:</b>	<b>\$ 1,548.12</b>
<b>PO Number: 342847</b>		<b>Supplier: JOEL HERNANDEZ dba JOEL'S ROCKING TACOS</b>	<b>Date PO</b>	<b>5/24/2016</b>			
		<b>Created:</b>	<b>7:56:16 AM</b>				
<b>PO Number: 342848</b>		<b>Supplier: BLACK DIAMOND, INC. dba BLACK DIAMOND LANDSCAPE</b>	<b>Date PO</b>	<b>5/24/2016</b>			
		<b>Created:</b>	<b>8:08:01 AM</b>				
Fund 01	LCFF-Supplemental/Concentration	Office Supplies Food			COMMUNITY DAY HIGH SCHOOL	24-May-2016	\$ 864.00
						<b>Grand Total:</b>	<b>\$ 864.00</b>
Fund 40	Fund 40 Special Reserve Fund	Building Improvements			MITCHELL CHILD DEVELOPMENT CENTER	24-May-2016	\$ 14,500.00
						<b>Grand Total:</b>	<b>\$ 14,500.00</b>
<b>PO Number: 342849</b>		<b>Supplier: YALE CHASE MATERIALS HANDLING</b>	<b>Date PO</b>	<b>5/24/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment			VALLEY HIGH SCHOOL	24-May-2016	\$ 10,596.47
						<b>Grand Total:</b>	<b>\$ 10,596.47</b>
<b>PO Number: 342850</b>		<b>Supplier: BEST BUY</b>	<b>Date PO</b>	<b>5/24/2016</b>			
Fund 01	21st Century ASSETS (roll-up 4124)	Materials & Supplies/Software			VALLEY HIGH SCHOOL	24-May-2016	\$ 588.09
						<b>Grand Total:</b>	<b>\$ 588.09</b>
<b>PO Number: 342852</b>		<b>Supplier: NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION</b>	<b>Date PO</b>	<b>5/24/2016</b>			
		<b>Created:</b>	<b>9:27:13 AM</b>				
Fund 01	NCLB:Title I, School Improvement Grant OEIA	Non-Capitalized Equipment			VALLEY HIGH SCHOOL	24-May-2016	\$ 700.13
						<b>Grand Total:</b>	<b>\$ 700.13</b>
<b>PO Number: 342853</b>		<b>Supplier: WARD'S NATURAL SCIENCE</b>	<b>Date PO</b>	<b>5/24/2016</b>			
Fund 01	Special Ed: Mental Health Services	Materials & Supplies/Software			GODINEZ FUNDAMENTAL HIGH SCHOOL	24-May-2016	\$ 817.80
						<b>Grand Total:</b>	<b>\$ 817.80</b>
<b>PO Number: 342854</b>		<b>Supplier: CHEFS' TOYS</b>	<b>Date PO</b>	<b>5/24/2016</b>			
Fund 01	High School Inc.	Materials & Supplies/Software			VALLEY HIGH SCHOOL	24-May-2016	\$ 1,980.00
						<b>Grand Total:</b>	<b>\$ 1,980.00</b>

<b>PO Number: 342856</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			ESQUEDA ELEMENTARY SCHOOL	24-May-2016 \$ 683.51
						<b>Grand Total: \$ 683.51</b>
<b>PO Number: 342857</b>		<b>Supplier: CALIFORNIA BARRICADE RENTALS, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted One-time Funds	Rental Contracts			PURCHASING DEPARTMENT	24-May-2016 \$ 13,000.00
						<b>Grand Total: \$ 13,000.00</b>
<b>PO Number: 342858</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	24-May-2016 \$ 604.15
						<b>Grand Total: \$ 604.15</b>
<b>PO Number: 342859</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			DIAMOND ELEMENTARY SCHOOL	24-May-2016 \$ 1,085.62
						<b>Grand Total: \$ 1,085.62</b>
<b>PO Number: 342860</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	LCFF-Supplemental/Concentration	Office Supplies			ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	24-May-2016 \$ 237.38
						<b>Grand Total: \$ 237.38</b>
<b>PO Number: 342861</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Head Start	Office Supplies			CHILD DEVELOPMENT	24-May-2016 \$ 105.01
						<b>Grand Total: \$ 105.01</b>
<b>PO Number: 342862</b>		<b>Supplier: CONSTRUCTIVE PLAYTHINGS</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	Materials & Supplies/Software			MITCHELL CHILD DEVELOPMENT CENTER	24-May-2016 \$ 159.36
						<b>Grand Total: \$ 159.36</b>
<b>PO Number: 342863</b>		<b>Supplier: FLINN SCIENTIFIC, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			GODINEZ FUNDAMENTAL HIGH SCHOOL	24-May-2016 \$ 812.68
						<b>Grand Total: \$ 812.68</b>
<b>PO Number: 342864</b>		<b>Supplier: FOTO FIESTA FINISHING, INC. dba SUNSET SCHOOL PORTRAITS</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			SANTA ANA HIGH SCHOOL	24-May-2016 \$ 4,189.32
						<b>Grand Total: \$ 4,189.32</b>
<b>PO Number: 342865</b>		<b>Supplier: CONSTRUCTIVE PLAYTHINGS</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	24-May-2016 \$ 352.48
Fund 01	Unrestricted - CalSafe (6091/6092)	Non-Capitalized Equipment			EARLY CHILDHOOD EDUCATION	24-May-2016 \$ 550.79
						<b>Grand Total: \$ 903.27</b>
<b>PO Number: 342866</b>		<b>Supplier: DEVELOPMENTAL RESOURCES, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Title II-Part A Improving Teacher Quality	Travel Conference			NONPUBLIC SCHOOLS	24-May-2016 \$ 425.00
						<b>Grand Total: \$ 425.00</b>

<b>PO Number: 342867</b>				<b>Supplier: CONSTRUCTIVE PLAYTHINGS</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION			24-May-2016	\$ 473.06
							<b>Grand Total: \$ 473.06</b>
<b>PO Number: 342868</b>				<b>Supplier: CONSTRUCTIVE PLAYTHINGS</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL			24-May-2016	\$ 32.08
							<b>Grand Total: \$ 32.08</b>
<b>PO Number: 342869</b>				<b>Supplier: CONSTRUCTIVE PLAYTHINGS</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	Materials & Supplies/Software	MITCHELL CHILD DEVELOPMENT CENTER			24-May-2016	\$ 73.74
							<b>Grand Total: \$ 73.74</b>
<b>PO Number: 342870</b>				<b>Supplier: OCDE/AP IN THE OC</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Title II-Part A Improving Teacher Quality	Travel Conference	NONPUBLIC SCHOOLS			24-May-2016	\$ 725.00
							<b>Grand Total: \$ 725.00</b>
<b>PO Number: 342871</b>				<b>Supplier: ROCHESTER 100, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL			24-May-2016	\$ 307.80
							<b>Grand Total: \$ 307.80</b>
<b>PO Number: 342872</b>				<b>Supplier: ORIENTAL TRADING COMPANY, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ROOSEVELT ELEMENTARY SCHOOL			24-May-2016	\$ 219.22
							<b>Grand Total: \$ 219.22</b>
<b>PO Number: 342873</b>				<b>Supplier: KAPLAN EARLY LEARNING COMPANY</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION			24-May-2016	\$ 1,024.71
							<b>Grand Total: \$ 1,024.71</b>
<b>PO Number: 342874</b>				<b>Supplier: SOUTHERN CALIFORNIA A.P., INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Title II-Part A Improving Teacher Quality	Travel Conference	NONPUBLIC SCHOOLS			24-May-2016	\$ 745.00
							<b>Grand Total: \$ 745.00</b>
<b>PO Number: 342875</b>				<b>Supplier: SCHOLASTIC, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	LOWELL ELEMENTARY SCHOOL			24-May-2016	\$ 119.36
							<b>Grand Total: \$ 119.36</b>
<b>PO Number: 342876</b>				<b>Supplier: UNITED NATIONS INTERNATIONAL SCHOOL</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	LCFF-Supplemental/Concentration	Travel Conference	EDUCATIONAL SERVICES DIVISION			24-May-2016	\$ 2,200.00
							<b>Grand Total: \$ 2,200.00</b>
<b>PO Number: 342877</b>				<b>Supplier: SCHOLASTIC, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>	
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	LOWELL ELEMENTARY SCHOOL			24-May-2016	\$ 25.11
							<b>Grand Total: \$ 25.11</b>

PO Number: 342878

Supplier: ASSET GENIE, INC. dba AG PARTS WORLDWIDE

Date PO 5/24/2016

Created: 10:53:03 AM

Fund 01	Unrestricted Discretionary Accounts	Inventory Loss	WAREHOUSE AND DELIVERY	24-May-2016	\$	716.04
<b>Grand Total:</b>						<b>\$ 716.04</b>
<b>PO Number: 342879</b> Supplier: SCHOOL OUTFITTERS, LLC Date PO 5/24/2016						
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	SEPULVEDA ELEMENTARY SCHOOL	24-May-2016	\$	1,344.92
<b>Grand Total:</b>						<b>\$ 1,344.92</b>
<b>PO Number: 342880</b> Supplier: DISCOUNT SCHOOL SUPPLY Date PO 5/24/2016						
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	KENNEDY ELEMENTARY SCHOOL	24-May-2016	\$	291.41
<b>Grand Total:</b>						<b>\$ 291.41</b>
<b>PO Number: 342881</b> Supplier: BARNES & NOBLE BOOKSELLERS, INC. Date PO 5/24/2016						
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	WASHINGTON ELEMENTARY SCHOOL	24-May-2016	\$	89.59
<b>Grand Total:</b>						<b>\$ 89.59</b>
<b>PO Number: 342882</b> Supplier: DISCOUNT SCHOOL SUPPLY Date PO 5/24/2016						
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	24-May-2016	\$	1,237.52
Fund 01	Unrestricted - CalSafe (6091/6092)	Non-Capitalized Equipment	EARLY CHILDHOOD EDUCATION	24-May-2016	\$	1,106.67
<b>Grand Total:</b>						<b>\$ 2,344.19</b>
<b>PO Number: 342883</b> Supplier: HARBOR BREEZE CORP. Date PO 5/24/2016						
Fund 01	Global Business Academy [0190] VHS	Other Contracts (Software Licensing, Physicals, etc)	VALLEY HIGH SCHOOL	24-May-2016	\$	215.00
<b>Grand Total:</b>						<b>\$ 215.00</b>
<b>PO Number: 342884</b> Supplier: WEST ED Date PO 5/24/2016						
Fund 01	NCLB:Title I, School Improvement Grant QEIA	Travel Conference	VALLEY HIGH SCHOOL	24-May-2016	\$	1,800.00
<b>Grand Total:</b>						<b>\$ 1,800.00</b>
<b>PO Number: 342885</b> Supplier: DISCOUNT SCHOOL SUPPLY Date PO 5/24/2016						
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	FREMONT ELEMENTARY SCHOOL	24-May-2016	\$	284.77
<b>Grand Total:</b>						<b>\$ 284.77</b>
<b>PO Number: 342886</b> Supplier: SCHOOL DATE BOOKS Date PO 5/24/2016						
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	24-May-2016	\$	1,012.31
<b>Grand Total:</b>						<b>\$ 1,012.31</b>
<b>PO Number: 342887</b> Supplier: SCHOOL MATE Date PO 5/24/2016						
Fund 09	Fund 09 One-Time Funds	Office Supplies	ADVANCED LEARNING ACADEMY	24-May-2016	\$	1,044.63
<b>Grand Total:</b>						<b>\$ 1,044.63</b>
<b>PO Number: 342888</b> Supplier: JESUSMYROCK.COM Date PO 5/24/2016						
Fund 01	Donations (Miscellaneous)	Materials & Supplies/Software	SIERRA PREPARATORY ACADEMY	24-May-2016	\$	1,975.47
<b>Grand Total:</b>						<b>\$ 1,975.47</b>

PO Number: 342889

Supplier: PREMIER AGENDAS, INC. dba PREMIER SCHOOL AGENDAS, SCHOOL SPECIALTY PLANNING & STUDENT DEVELOPMENT

Date PO 5/24/2016  
Created: 11:48:20 AM

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	MONTE VISTA ELEMENTARY SCHOOL	24-May-2016	\$ 892.62
<b>Grand Total:</b>					<b>\$ 892.62</b>

**PO Number: 342890**      **Supplier: LONG BEACH UNIFIED**      **Date PO 5/24/2016**

Fund 01	NCLB:Title I, School Improvement Grant OEIA	Travel Conference	VALLEY HIGH SCHOOL	24-May-2016	\$ 775.00
<b>Grand Total:</b>					<b>\$ 775.00</b>

**PO Number: 342891**      **Supplier: PREMIER AGENDAS, INC. dba PREMIER SCHOOL AGENDAS, SCHOOL SPECIALTY PLANNING & STUDENT DEVELOPMENT**

**Date PO 5/24/2016**  
**Created: 11:55:32 AM**

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	24-May-2016	\$ 1,398.60
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	HENINGER ELEMENTARY SCHOOL	25-May-2016	\$ 231.12
<b>Grand Total:</b>					<b>\$ 1,629.72</b>

**PO Number: 342892**      **Supplier: CONSTRUCTIVE PLAYTHINGS**      **Date PO 5/24/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	CARVER ELEMENTARY SCHOOL	24-May-2016	\$ 804.19
<b>Grand Total:</b>					<b>\$ 804.19</b>

**PO Number: 342893**      **Supplier: CLASSROOM PRODUCTS WAREHOUSE, LLC**      **Date PO 5/24/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	MADISON ELEMENTARY SCHOOL	24-May-2016	\$ 469.64
<b>Grand Total:</b>					<b>\$ 469.64</b>

**PO Number: 342894**      **Supplier: PASCO SCIENTIFIC**      **Date PO 5/24/2016**

Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software	MCFADDEN INTERMEDIATE SCHOOL	24-May-2016	\$ 3,124.44
Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	MCFADDEN INTERMEDIATE SCHOOL	24-May-2016	\$ 700.92
<b>Grand Total:</b>					<b>\$ 3,825.36</b>

**PO Number: 342895**      **Supplier: STAPLES BUSINESS ADVANTAGE**      **Date PO 5/24/2016**

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	PURCHASING DEPARTMENT	24-May-2016	\$ 34.00
<b>Grand Total:</b>					<b>\$ 34.00</b>

**PO Number: 342896**      **Supplier: MUSEUM OF SCIENCE**      **Date PO 5/24/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	MONTE VISTA ELEMENTARY SCHOOL	24-May-2016	\$ 3,495.69
<b>Grand Total:</b>					<b>\$ 3,495.69</b>

**PO Number: 342898**      **Supplier: BARNES & NOBLE BOOKSELLERS, INC.**      **Date PO 5/24/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	VALLEY HIGH SCHOOL	24-May-2016	\$ 753.62
<b>Grand Total:</b>					<b>\$ 753.62</b>

**PO Number: 342899**      **Supplier: BIO CORPORATION dba BIO COMPANY, INC.**      **Date PO 5/24/2016**

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	HARVEY ELEMENTARY SCHOOL	24-May-2016	\$ 114.71
<b>Grand Total:</b>					<b>\$ 114.71</b>



<b>PO Number: 342901</b>		<b>Supplier: AUDIO DYNAMIX, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			TAFT ELEMENTARY SCHOOL	24-May-2016 \$ 4,080.24
						<b>Grand Total: \$ 4,080.24</b>
<b>PO Number: 342902</b>		<b>Supplier: ENVIRONMENTS, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted - CalSafe (6091/6092)	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	24-May-2016 \$ 1,101.48
						<b>Grand Total: \$ 1,101.48</b>
<b>PO Number: 342903</b>		<b>Supplier: BARNES &amp; NOBLE BOOKSELLERS, INC.</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			CARR INTERMEDIATE SCHOOL	24-May-2016 \$ 414.66
						<b>Grand Total: \$ 414.66</b>
<b>PO Number: 342904</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			CARVER ELEMENTARY SCHOOL	24-May-2016 \$ 208.59
						<b>Grand Total: \$ 208.59</b>
<b>PO Number: 342905</b>		<b>Supplier: OFFICE DEPOT</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Office Supplies			PUPIL SUPPORT SERVICES	24-May-2016 \$ 69.95
						<b>Grand Total: \$ 69.95</b>
<b>PO Number: 342906</b>		<b>Supplier: STAPLES BUSINESS ADVANTAGE</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	24-May-2016 \$ 901.76
						<b>Grand Total: \$ 901.76</b>
<b>PO Number: 342907</b>		<b>Supplier: PROSOUND AND STAGE LIGHTING</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Ongoing & Major Maintenance Account	Non-Capitalized Equipment			BUILDING SERVICES	24-May-2016 \$ 2,803.67
						<b>Grand Total: \$ 2,803.67</b>
<b>PO Number: 342908</b>		<b>Supplier: STAPLES BUSINESS ADVANTAGE</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	ASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software			REMINGTON ELEMENTARY SCHOOL	24-May-2016 \$ 546.38
						<b>Grand Total: \$ 546.38</b>
<b>PO Number: 342909</b>		<b>Supplier: STAPLES BUSINESS ADVANTAGE</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			SANTA ANA HIGH SCHOOL	24-May-2016 \$ 76.02
						<b>Grand Total: \$ 76.02</b>
<b>PO Number: 342910</b>		<b>Supplier: MAX CHEVALIER dba THE BOOTH BY KYLIE CHEVALIER PHOTOGRAPHY</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 01	Unrestricted Discretionary Accounts	Materials & Supplies/Software			LORIN GRISET ACADEMY	24-May-2016 \$ 350.00
						<b>Grand Total: \$ 350.00</b>
<b>PO Number: 342911</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO</b>	<b>5/24/2016</b>		
Fund 12	Child Development: CA State Preschool Prog	Materials & Supplies/Software			EARLY CHILDHOOD EDUCATION	24-May-2016 \$ 29,924.46
Fund 12	Child Development: CA State Preschool Prog	Non-Capitalized Equipment			EARLY CHILDHOOD EDUCATION	24-May-2016 \$ 1,689.81
						<b>Grand Total: \$ 31,614.27</b>

<b>PO Number: 342912</b>		<b>Supplier: LAKESHORE LEARNING MATERIALS</b>	<b>Date PO 5/24/2016</b>
Fund 12	Child Development: CA State Preschool Prog	Materials & Supplies/Software	24-May-2016 \$ 29,924.46
Fund 12	Child Development: CA State Preschool Prog	Non-Capitalized Equipment	24-May-2016 \$ 1,685.81
<b>Grand Total: \$</b>			<b>31,614.27</b>
<b>PO Number: 342913</b>		<b>Supplier: COLLEGE BOARD</b>	<b>Date PO 5/24/2016</b>
Fund 01	Title II-Part A Improving Teacher Quality	Travel Conference	NONPUBLIC SCHOOLS 24-May-2016 \$ 390.00
<b>PO Number: 342914</b>		<b>Supplier: CALIFORNIA STATE UNIVERSITY FULLERTON AUXILIARY SERVICES CORPORATION</b>	<b>Date PO 5/24/2016</b> <b>Created: 2:52:53 PM</b>
Fund 01	Title II-Part A Improving Teacher Quality	Travel Conference	STAFF DEVELOPMENT 24-May-2016 \$ 150.00
<b>PO Number: 342915</b>		<b>Supplier: ATKINSON ANDELSON LOYA RUUD &amp; ROMO</b>	<b>Date PO 5/24/2016</b>
Fund 01	Unrestricted Discretionary Accounts	Travel Conference	HUMAN RESOURCES DIVISION 24-May-2016 \$ 49.00
<b>PO Number: 342916</b>		<b>Supplier: ORANGE COUNTY OPERA, INC.</b>	<b>Date PO 5/24/2016</b>
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Consultants Instructional	JEFFERSON ELEMENTARY SCHOOL 24-May-2016 \$ 500.00
<b>PO Number: 342917</b>		<b>Supplier: RICOH BUSINESS SOLUTIONS</b>	<b>Date PO 5/24/2016</b>
Fund 01	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	PUBLICATIONS 24-May-2016 \$ 216.00
<b>PO Number: 342918</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO 5/24/2016</b>
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	CHARTER/ATTENDANCE 24-May-2016 \$ 556.01
<b>PO Number: 342919</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO 5/24/2016</b>
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	RESEARCH AND EVALUATION 24-May-2016 \$ 96.55
<b>PO Number: 342920</b>		<b>Supplier: CDW GOVERNMENT, INC.</b>	<b>Date PO 5/24/2016</b>
Fund 01	Ongoing & Major Maintenance Account	Office Supplies	BUILDING SERVICES 24-May-2016 \$ 918.90
<b>PO Number: 342921</b>		<b>Supplier: APPLE, INC.</b>	<b>Date PO 5/24/2016</b>
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GODINEZ FUNDAMENTAL HIGH SCHOOL 24-May-2016 \$ 35.64
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	GODINEZ FUNDAMENTAL HIGH SCHOOL 24-May-2016 \$ 13,704.12
<b>Grand Total: \$</b>			<b>13,739.76</b>

PO Number: 342922      Supplier: CONCEPTS SCHOOL AND OFFICE FURNISHINGS      Date PO 5/24/2016      Created: 8:27:24 PM

Fund 01	Unrestricted Discretionary Accounts	Non-Capitalized Equipment	DAVIS ELEMENTARY SCHOOL	24-May-2016	\$ 1,121.04
Fund 01	Unrestricted Discretionary Accounts	Office Supplies	DAVIS ELEMENTARY SCHOOL	24-May-2016	\$ 1,765.80
<b>Grand Total:</b>					<b>\$ 2,886.84</b>

PO Number: 342923      Supplier: AREY JONES EDUCATIONAL SOLUTIONS      Date PO 5/24/2016

Fund 13	Child Nutrition: School Programs	Office Supplies	NUTRITION SERVICES	24-May-2016	\$ 1,218.21
<b>Grand Total:</b>					<b>\$ 1,218.21</b>

PO Number: 342924      Supplier: APPLE, INC.      Date PO 5/24/2016

Fund 12	Child Development: CA State Preschool Prog	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION	24-May-2016	\$ 4,071.60
<b>Grand Total:</b>					<b>\$ 4,071.60</b>

PO Number: 342925      Supplier: CDW GOVERNMENT, INC.      Date PO 5/24/2016

Fund 01	Medi-Cal Billing Option	Office Supplies	PUPIL SUPPORT SERVICES	24-May-2016	\$ 868.71
<b>Grand Total:</b>					<b>\$ 868.71</b>

PO Number: 342926      Supplier: AREY JONES EDUCATIONAL SOLUTIONS      Date PO 5/24/2016

Fund 01	Medi-Cal Billing Option	Non-Capitalized Equipment	PUPIL SUPPORT SERVICES	24-May-2016	\$ 24,978.24
<b>Grand Total:</b>					<b>\$ 24,978.24</b>

PO Number: 342927      Supplier: AREY JONES EDUCATIONAL SOLUTIONS      Date PO 5/24/2016

Fund 01	Ongoing & Major Maintenance Account	Non-Capitalized Equipment	BUILDING SERVICES	24-May-2016	\$ 3,693.60
<b>Grand Total:</b>					<b>\$ 3,693.60</b>

PO Number: 342928      Supplier: CDW GOVERNMENT, INC.      Date PO 5/24/2016

Fund 01	Medi-Cal Billing Option	Office Supplies	PUPIL SUPPORT SERVICES	24-May-2016	\$ 289.57
<b>Grand Total:</b>					<b>\$ 289.57</b>

PO Number: 342929      Supplier: AREY JONES EDUCATIONAL SOLUTIONS      Date PO 5/24/2016

Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Non-Capitalized Equipment	DAVIS ELEMENTARY SCHOOL	24-May-2016	\$ 4,995.00
<b>Grand Total:</b>					<b>\$ 4,995.00</b>

PO Number: 342930      Supplier: OFFICE DEPOT      Date PO 5/25/2016

Fund 01	Unrestricted Discretionary Accounts	Office Supplies	PURCHASING DEPARTMENT	25-May-2016	\$ 23.75
<b>Grand Total:</b>					<b>\$ 23.75</b>

PO Number: 342931      Supplier: SAN DIEGO STATE UNIVERSITY FOUNDATION dba SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION      Date PO 5/25/2016      Created: 8:53:43 AM

Fund 01	Title II-Part A Improving Teacher Quality	Travel Conference	STAFF DEVELOPMENT	25-May-2016	\$ 199.00
<b>Grand Total:</b>					<b>\$ 199.00</b>

<b>PO Number: 342932</b>		<b>Supplier: COUNTRY GARDEN CATERERS</b>	<b>Date PO 5/25/2016</b>			
Fund 01	Unrestricted Discretionary Accounts	Other Contracts (F4T, Catering, Uniform Cleaning)	MARTIN ELEMENTARY SCHOOL	25-May-2016	\$ 1,410.48	
				<b>Grand Total:</b>	\$ 1,410.48	
<b>PO Number: 342933</b>		<b>Supplier: BIRDBRAIN EDUCATION, LLC</b>	<b>Date PO 5/25/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Other Contracts (Software Licensing, Physicals, etc)	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	25-May-2016	\$ 1,400.00	
				<b>Grand Total:</b>	\$ 1,400.00	
<b>PO Number: 342934</b>		<b>Supplier: BEST BUDDIES CALIFORNIA</b>	<b>Date PO 5/25/2016</b>			
Fund 01	Medi-Cal Billing Option	Travel Conference	SPECIAL EDUCATION	25-May-2016	\$ 700.00	
				<b>Grand Total:</b>	\$ 700.00	
<b>PO Number: 342935</b>		<b>Supplier: LEARNING A-Z</b>	<b>Date PO 5/25/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	25-May-2016	\$ 109.95	
				<b>Grand Total:</b>	\$ 109.95	
<b>PO Number: 342937</b>		<b>Supplier: GRAINGER</b>	<b>Date PO 5/25/2016</b>			
Fund 01	Unrestricted One-time Funds	Materials & Supplies/Software	PURCHASING DEPARTMENT	25-May-2016	\$ 153.19	
				<b>Grand Total:</b>	\$ 153.19	
<b>PO Number: 342939</b>		<b>Supplier: CALIFORNIA SCHOOL NUTRITION ASSOCIATION</b>	<b>Date PO 5/25/2016</b>			
Fund 13	Child Nutrition: School Programs	Travel Conference	NUTRITION SERVICES	25-May-2016	\$ -	
				<b>Grand Total:</b>	\$ -	
<b>PO Number: 342940</b>		<b>Supplier: REALLY GOOD STUFF, INC.</b>	<b>Date PO 5/25/2016</b>			
Fund 01	IASA:Title I Basic Grants Low-Income and Neglected, Part A	Materials & Supplies/Software	ESQUEDA ELEMENTARY SCHOOL	25-May-2016	\$ 4,133.69	
				<b>Grand Total:</b>	\$ 4,133.69	
<b>PO Number: 342941</b>		<b>Supplier: CARDEA SERVICES</b>	<b>Date PO 5/25/2016</b>			
Fund 01	Title II-Part A Improving Teacher Quality	Consultants Instructional	STAFF DEVELOPMENT	25-May-2016	\$ 7,837.40	
				<b>Grand Total:</b>	\$ 7,837.40	

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of May 11, 2016 through May 24, 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.

The Expenditure Summary Report consists of all warrants created during the period of May 11, 2016 through May 24, 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 May 11, 2016 through May 24, 2016.

TD:jg:dp:mm

**ITEM SUMMARY:**

- Snapshot of all warrants issued for period of May 11, 2016 through May 24, 2016.
- All expenditures were previously approved through prior Board action.
- Board Policy 3300
- Required by Ed. Code 17604



# Santa Ana Unified School District

**Stefanie P. Phillips, Ed.D.**  
*Deputy Superintendent,  
Operations, CBO*

**Richard L. Miller, Ph.D., Superintendent**

Date: May 24, 2016  
To: Richard L. Miller, Ph.D., Superintendent  
From: Tina Douglas, Assistant Superintendent, Business Services  
Subject: Expenditures Summary: From 11-MAY-2016 through 24-MAY-2016

Fund 01 General Fund	\$5,372,432.58
Fund 09 Charter School Fund	\$1,507.38
Fund 12 Child Development	\$575.73
Fund 13 Cafeteria Fund	\$937,063.64
Fund 14 Deferred Maintenance Fund	\$7,160.16
Fund 25 Capital Facilities Fund	\$416,319.11
Fund 26 Measure G Bond	\$261,098.09
Fund 29 Measure G	\$47,468.50
Fund 35 County School Facilities Fund	\$33,971.46
Fund 40 Special Reserve Fund	\$733,232.35
Fund 68 Workers' Compensation	\$176,336.78
Fund 69 Health & Welfare	\$500,299.07
Fund 81 Property & Liability	\$134,842.49
Total Expenditures:	\$8,622,307.34

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 Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Cecilia "Ceci" Iglesias, Member

# SAUSD Board of Education Warrant Listing

May 11, 2016

Page 1 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84220647	<b>FOOTHILLS EDUCATION AND TECHNOLOGY</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	<b>\$32,619.00</b>
84220761	<b>CDW GOVERNMENT, INC.</b> California Career Pathways Trust  Fund 01 General Fund  IASA: Title I Basic Grants Low-Income and Neglected, Part A   One-Time Discretionary Funds   Unrestricted Discretionary Accounts	REGIONAL OCCUPATIONAL PROGRAM  ACCOUNTING DEPARTMENT  GODINEZ FUNDAMENTAL HIGH SCHOOL  PIO PICO ELEMENTARY SCHOOL  SADDLEBACK HIGH SCHOOL  SEGERSTROM HIGH SCHOOL  WASHINGTON ELEMENTARY SCHOOL  GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL MIDDLE COLLEGE HIGH SCHOOL  CARR INTERMEDIATE SCHOOL  DIAMOND ELEMENTARY SCHOOL  EDISON ELEMENTARY SCHOOL  GODINEZ FUNDAMENTAL HIGH SCHOOL  HUMAN RESOURCES DIVISION  JACKSON ELEMENTARY SCHOOL  LINCOLN ELEMENTARY SCHOOL  MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL PUBLICATIONS  PUPIL SUPPORT SERVICES  PURCHASING DEPARTMENT  RESEARCH AND EVALUATION	<b>\$53,134.54</b>

# SAUSD Board of Education Warrant Listing

May 11, 2016

Page 2 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SANTA ANA HIGH SCHOOL	
		STAFF DEVELOPMENT	
		TECHNOLOGY INNOVATION SERVICES	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
<b>84220711</b>	<b>CONCEPTS SCHOOL AND OFFICE FURNISHINGS</b>		<b>\$28,187.19</b>
	LCFF-Supplemental/Concentration	COMMUNITY DAY HIGH SCHOOL	
<b>84220704</b>	<b>AWARD PUBLISHING, LTD.</b>		<b>\$112,995.00</b>
	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	
<b>84220703</b>	<b>AT&amp;T DATACOMM, INC. dba AT&amp;T DATACOMM</b>		<b>\$310,006.22</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84220677</b>	<b>XEROX CORPORATION</b>		<b>\$46,211.23</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84220619</b>	<b>EDWARD B. COLE, SR. ACADEMY</b>		<b>\$76,488.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84220650</b>	<b>IFUSION SOLUTIONS, INC.</b>		<b>\$34,460.00</b>
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
<b>84220775</b>	<b>JFK TRANSPORTATION</b>		<b>\$29,541.25</b>
	Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	Donations-ASB Transportation	SANTA ANA HIGH SCHOOL	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	



# SAUSD Board of Education Warrant Listing

May 11, 2016

Page 3 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	NJROTC	SANTA ANA HIGH SCHOOL	
	One-Time Discretionary Funds	SPURGEON INTERMEDIATE SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Saturday Attendance Recovery Program (WIN)	LINCOLN ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		PUPIL SUPPORT SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
<b>84220631</b>	<b>BOYS AND GIRLS CLUB OF SANTA ANA</b>		<b>\$25,667.83</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
<b>84220630</b>	<b>BEN'S ASPHALT, INC.</b>		<b>\$79,778.00</b>
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
<b>84220625</b>	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b>		<b>\$202,877.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84220624</b>	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b>		<b>\$99,878.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84220623</b>	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b>		<b>\$62,023.00</b>
	Fund 01 General Fund	CASH ACCOUNT	
<b>84220620</b>	<b>EL SOL SCIENCE AND ARTS ACADEMY</b>		<b>\$157,952.00</b>
	Fund 01 General Fund	CASH ACCOUNT	

# SAUSD Board of Education Warrant Listing

May 11, 2016

Page 4 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84220661	<b>NEXUS IS, INC.</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	<b>\$343,169.68</b>
84220802	<b>ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.</b> Fund 01 General Fund Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT BUILDING SERVICES	<b>\$30,142.12</b>
84220803	<b>APPLE, INC.</b> Education Academy [0434] CHS Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A  One-Time Discretionary Funds Special Education Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL ACCOUNTING DEPARTMENT ADAMS ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL EDUCATIONAL SERVICES DIVISION SPECIAL EDUCATION K-12 TEACHING AND LEARNING KENNEDY ELEMENTARY SCHOOL MCFADDEN INTERMEDIATE SCHOOL	<b>\$49,917.70</b>
84220804	<b>AREY JONES EDUCATIONAL SOLUTIONS</b> Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A  Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT FREMONT ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL SPURGEON INTERMEDIATE SCHOOL PUPIL SUPPORT SERVICES	<b>\$81,918.39</b>
84220812	<b>BSN SPORTS</b> Fund 01 General Fund One-Time Discretionary Funds	ACCOUNTING DEPARTMENT CENTURY HIGH SCHOOL VALLEY HIGH SCHOOL	<b>\$26,253.00</b>

# SAUSD Board of Education Warrant Listing

May 11, 2016

Page 5 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL	
<b>84220851</b>	<b>WARE DISPOSAL, INC.</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	<b>\$88,844.38</b>
<b>84220765</b>	<b>GEARY PACIFIC SUPPLY</b> Fund 01 General Fund Ongoing & Major Maintenance Account	ACCOUNTING DEPARTMENT BUILDING SERVICES	<b>\$46,136.12</b>
<b>84220764</b>	<b>DURHAM SCHOOL SERVICES, L.P.</b> AVID-OCDE Destination Graduation-High Schools Donations-ASB Transportation IASA: Title I Basic Grants Low-Income and Neglected, Part A Pupil Transportation (7230/7240) Unrestricted - Regional Occupational Center Program (ROC/P 6350) Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL GARFIELD ELEMENTARY SCHOOL SANTA ANA HIGH SCHOOL TRANSPORTATION DEPARTMENT REGIONAL OCCUPATIONAL PROGRAM SEGERSTROM HIGH SCHOOL TRANSPORTATION DEPARTMENT VALLEY HIGH SCHOOL	<b>\$741,295.42</b>

## Fund 13 Cafeteria Fund

<b>84220878</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL  MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES  WILLARD INTERMEDIATE SCHOOL	<b>\$67,806.59</b>
-----------------	---	--	--------------------

# SAUSD Board of Education Warrant Listing

May 11, 2016

Page 6 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84220896	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SEGERSTROM HIGH SCHOOL	<b>\$59,233.12</b>
84220893	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$36,044.84</b>
84220891	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$30,892.54</b>
84220880	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	CENTURY HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL NUTRITION SERVICES SANTA ANA HIGH SCHOOL VALLEY HIGH SCHOOL	<b>\$135,987.83</b>
84220883	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL NUTRITION SERVICES	<b>\$129,054.12</b>
 <b>Fund 25 Capital Facilities Fund</b>			
84220919	<b>PJHM ARCHITECTS, INC.</b> Fund 25 Valley P2P  Fund 25 Walker/Roosevelt Joint Use	VALLEY HIGH SCHOOL  WALKER ELEMENTARY SCHOOL	<b>\$30,690.56</b>

# SAUSD Board of Education Warrant Listing

May 11, 2016

Page 7 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 40 Special Reserve Fund</b>			
84220921	AT&T DATACOMM, INC. dba AT&T DATACOMM Emergency Repair Program-Williams Case	SADDLEBACK HIGH SCHOOL	\$54,964.52
84220922	CALIFORNIA DEPARTMENT OF GENERAL SERVICES Emergency Repair Program-Williams Case	CASH ACCOUNT	\$222,118.29
<b>Fund 81 Property &amp; Liability</b>			
84220934	MICHAEL H. MERCADO dba ELECTRONIC TIMES Fund 81 Property & Liability	RISK MANAGEMENT	\$54,432.00
<i>Grand Total:</i>			<b>\$3,580,719.48</b>

# SAUSD Board of Education Warrant Listing

May 18, 2016

Page 1 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84220972	<b>PARADIGM HEALTHCARE SERVICES</b> Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	<b>\$26,503.81</b>
84221107	<b>APPLE, INC.</b> Education Academy [0434] CHS  IASA: Title I Basic Grants Low-Income and Neglected, Part A          Special Education  Supplementary Programs-Specialized Secondary  Two-Way Digital ITFS Licensee Revenue  Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL  CARVER ELEMENTARY SCHOOL  ESQUEDA ELEMENTARY SCHOOL  KING ELEMENTARY SCHOOL  LOWELL ELEMENTARY SCHOOL  MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MADISON ELEMENTARY SCHOOL  MUIR FUNDAMENTAL ELEMENTARY SCHOOL  SANTA ANA HIGH SCHOOL  SEGERSTROM HIGH SCHOOL  STUDENT ACHIEVEMENT  VILLA FUNDAMENTAL INTERMEDIATE SCHOOL  SPECIAL EDUCATION  SANTA ANA HIGH SCHOOL  TECHNOLOGY  ALTERNATIVE EDUCATION  CHAVEZ CONTINUATION HIGH SCHOOL  EDUCATIONAL SERVICES DIVISION  FRANKLIN ELEMENTARY SCHOOL  K-12 TEACHING AND LEARNING  LOWELL ELEMENTARY SCHOOL  MIDDLE COLLEGE HIGH SCHOOL	<b>\$240,121.84</b>

# SAUSD Board of Education Warrant Listing

May 18, 2016

Page 2 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
<b>84221065</b>	<b>DEVEREUX TEXAS TREATMENT NETWORK</b>		<b>\$27,451.40</b>
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Special Education	SPECIAL EDUCATION	
<b>84221034</b>	<b>OCTA</b>		<b>\$29,188.75</b>
	Homeless Children Education Grants	STUDENT ACHIEVEMENT	
	Special Education	TRANSITION PROGRAMS	
<b>84221016</b>	<b>GALAXY AUDIO VISUAL INCORPORATED</b>		<b>\$40,144.26</b>
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	
<b>84221012</b>	<b>CULVER NEWLIN, INC.</b>		<b>\$27,619.40</b>
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
<b>84220987</b>	<b>WESTERN PSYCHOLOGICAL SERVICES</b>		<b>\$29,508.00</b>
	Special Education	PSYCHOLOGICAL SERVICES/APE	
<b>84220937</b>	<b>CITY OF SANTA ANA</b>		<b>\$28,152.47</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84220981</b>	<b>TOYAMA KARATE-DO ORGANIZATION</b>		<b>\$27,850.12</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
<b>84221189</b>	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b>		<b>\$180,916.33</b>
	Special Education	SPECIAL EDUCATION	
<b>84220970</b>	<b>PACIFIC BUILDERS &amp; ROOFING, INC.</b>		<b>\$33,121.62</b>
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
<b>84220967</b>	<b>NEXUS IS, INC.</b>		<b>\$108,010.43</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

# SAUSD Board of Education Warrant Listing

May 18, 2016

Page 3 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84220963	<b>JMJ CONSTRUCTION</b> Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	<b>\$154,540.96</b>
84220947	<b>DISCOVERY CUBE ORANGE COUNTY</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships IASA: Title I Basic Grants Low-Income and Neglected, Part A	AFTER SCHOOL PROGRAMS  MARTIN ELEMENTARY SCHOOL	<b>\$55,582.00</b>
84220942	<b>CATAPULT LEARNING WEST, LLC</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A  Title III Limited English Proficiency LEP Student Program	NONPUBLIC SCHOOLS  STUDENT ACHIEVEMENT  NONPUBLIC SCHOOLS	<b>\$63,830.06</b>
84220940	<b>ANDERSON AIR CONDITIONING, LP</b> California Clean Energy Jobs Act (Prop 39)	WILSON ELEMENTARY SCHOOL	<b>\$26,979.86</b>
84220984	<b>VERITIV OPERATING COMPANY</b> Fund 01 General Fund	WAREHOUSE AND DELIVERY	<b>\$46,485.94</b>
84221202	<b>SOUTHWEST STRINGS</b> One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	<b>\$34,813.05</b>
84221206	<b>XEROX CORPORATION</b> Unrestricted Discretionary Accounts	DISTRICTWIDE  PUBLICATIONS	<b>\$56,453.32</b>
84221147	<b>SOUTHWEST SCHOOL AND OFFICE SUPPLY</b> Fund 01 General Fund  IASA: Title I Basic Grants Low-Income and Neglected, Part A  NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	ACCOUNTING DEPARTMENT  WAREHOUSE AND DELIVERY  FREMONT ELEMENTARY SCHOOL  WILLARD INTERMEDIATE SCHOOL  K-12 TEACHING AND LEARNING	<b>\$32,229.33</b>



# SAUSD Board of Education Warrant Listing

May 18, 2016

Page 4 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84221163	<b>AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>\$51,842.47</b>
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HARVEY ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
	Saturday Attendance Recovery Program (WIN)	GARFIELD ELEMENTARY SCHOOL	
	Special Education	HARVEY ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	

## Fund 13 Cafeteria Fund

84221242	<b>DAVE WILSON'S FORD OF ORANGE</b>		<b>\$42,998.77</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84221258	<b>NATIONAL FOOD GROUP, INC.</b>		<b>\$28,659.96</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84221245	<b>DRIFTWOOD DAIRY</b>		<b>\$62,698.93</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
84221233	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$70,701.94</b>
	Child Nutrition: School Programs	LORIN GRISET ACADEMY	
		NUTRITION SERVICES	
84221247	<b>DRIFTWOOD DAIRY</b>		<b>\$52,333.64</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	

## Fund 25 Capital Facilities Fund

84221269	<b>BYROM-DAVEY, INC.</b>		<b>\$341,010.25</b>
	Fund 25 City Santa Ana Redevelopment	SEGERSTROM HIGH SCHOOL	

## Fund 26 Measure G Bond

84221272	<b>BRAVO CONCRETE CONSTRUCTION SERVICES, INC.</b>		<b>\$261,098.09</b>
	Fund 26 Measure G Bond Series B	FRANKLIN ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

May 18, 2016

Page 5 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 29 Measure G</b>			
84221275	NEXUS IS, INC. Fund 29 Measure G Series E	GARFIELD ELEMENTARY SCHOOL	\$37,117.60
<b>Fund 40 Special Reserve Fund</b>			
84221289	EMPYREAN PLUMBING, INC. Fund 40 Special Reserve Fund	MITCHELL CHILD DEVELOPMENT CENTER	\$31,923.80
84221279	BYROM-DAVEY, INC. Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$259,737.13
84221286	EMPYREAN PLUMBING, INC. Fund 40 Special Reserve Fund	MITCHELL CHILD DEVELOPMENT CENTER	\$35,789.35
<b>Fund 68 Workers' Compensation</b>			
84221298	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$152,259.06
<b>Fund 69 Health &amp; Welfare</b>			
84221300	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$500,000.00
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Fund 81 Property &amp; Liability</b>			
84221301	SANTA ANA UNIFIED SCHOOL DISTRICT Fund 81 Property & Liability	RISK MANAGEMENT	\$67,034.97
<b>Grand Total:</b>			<b>\$3,264,708.91</b>

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District - File Numbers: LBI 1502095 RV and LPD 1602097**

**ITEM:**                   **Consent**  
**SUBMITTED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**  
**PREPARED BY:**   **Camille Boden, Executive Director, Risk Management**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to reject Government Code §910 and §910.2 claims against the District, File Numbers: LBI 1502095 RV and LPD 1602097.

**ITEM SUMMARY:**

- Required by law for Board members to take action within 45 days after the claim has been received to grant or deny the claim against the District.

**DESCRIPTION OF DAMAGE/INJURY:**

Claimants request reimbursement for personal injury and repairs to vehicle.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Numbers: LBI 1502095 RV and LPD 1602097.

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Authorization to Extend Contracts Awarded through Request for Proposal or Bid for 2016-17 Fiscal Year and Approval to Continue Use of Previously Approved Piggyback Bids, California Multiple Award Schedule (CMAS) and NASPO ValuePoint Agreements**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

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

**BACKGROUND INFORMATION:**

The Board has authorized the award of contracts through the bidding and Request for Proposal process over the last several years as well as approved use of piggyback, CMAS and NASPO ValuePoint agreements. The attached document lists the contract items or services that may be purchased during the 2016-17 fiscal year for new or replacement District needs, to replenish warehouse stock, for facilities maintenance and services and Nutrition Services. This renewal authorization permits staff to utilize the pricing for the fiscal year beginning July 1, 2016 through June 30, 2017 for previously awarded bids and contracts. Vendor selection was in compliance with Board Policies.

**ITEM SUMMARY:**

- Approve the use previously awarded contracts through June 30, 2017
- Approve the use previously approved, piggyback, CMAS or NASPO ValuePoint Agreements through June 30, 2017
- Provides for new or replacement District needs, to replenish warehouse stock, for facilities maintenance and services and Nutrition Services

**RATIONALE:**

The purpose of this agenda item is to seek Board approval to renew contracts awarded through the bidding and Request for Proposal process as well as approve the continued use of piggyback, CMAS and NASPO Value Point agreements which were previously Board approved.

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

**FUNDING:**

Budgeted Funds

**RECOMMENDATION:**

Authorize staff to renew contracts awarded through Bids or Requests for Proposal and approve the continued use of piggyback, CMAS and NASPO ValuePoint agreements which were previously Board approved for 2016-17 fiscal year for the term of the original contracts.

TD:JG:mm

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2015-2016
<b>Warehouse Supplies</b>						
Bid #01-14	Jan-14	Jan-17	Custodial Supplies	Graybar, Gorm, Unisan, Gale Supply, Waxie, Champion Chemical, Grainger, Continental Chemical, P&R Paper, Unisource, Office Depot, Walters Wholesale Electric	\$300,000	NO
Bid #05-14	Aug-14	Aug-17	Office Supplies	Southwest School, Quill, Certified Art, Hamlet Paper, School Specialty	\$1,500,000	NO
<b>NASPO ValuePoint Cooperative Purchasing Organization</b>						
7-15-70-34-003	Oct-15	Apr-20	Dell Computers and Servers	Dell Marketing, L.P.	N/A	N/A
7-15-70-34-002	Oct-15	Apr-20	HP Computers and Servers	Hewlett Packard	N/A	N/A
7-15-70-34-007	Nov-15	Sep-15	Lenovo Computers and Servers	Lenovo	N/A	N/A
7-11-51-01	Jun-11	Feb-17	Facilities Maintenance Supplies	Fastenal	N/A	N/A
7-12-70-31	Sep-14	Sep-16	Managed Print Services	Xerox Corporation	N/A	N/A
7-11-51-02	Feb-14	Feb-17	Facilities Maintenance Supplies	W.W. Grainger, Inc.	N/A	N/A
<b>California Multiple Award Schedule Agreements (CMAS)</b>						
3-99-70-0793B	Apr-14	Apr-19	Computer Hardware and IT Supplies	CDW Government	N/A	N/A
4-15-75-0056A	Dec-09	Dec-16	Publications Leases	Xerox Corporation	N/A	N/A
3-09-70-0163AE	Mar-15	Dec-16	Epson Projectors	Troxell Communications	N/A	N/A
4-13-71-0133A	Jun-13	Sep-17	Networking Supplies and Equipment	NexusIS, Inc.	N/A	N/A
4-07-78-0036A	Jun-13	May-17	Computer Carts and Classroom Furniture	Bretford Manufacturing, Inc.	N/A	N/A
4-15-00-0114A	Oct-13	Dec-17	Gasoline and Electric Utility Carts	Turf Star, Inc.	N/A	N/A
7-14-99-20.01	Feb-15	Jan-18	Classroom Audio Systems	Lightspeed Technologies, Inc.	N/A	N/A
4-13-73-0024A	Jul-14	Sep-17	Automotive Tools and Supplies	IDSC Holdings, Inc., Snap-On	N/A	N/A
4-14-72-0057A	Sep-14	Sep-16	Janitorial Supplies	Advantage West Government Product Solutions	N/A	N/A
<b>Piggyback Contracts</b>						
Bid # PB2	Feb-14	Jan-18	Carpeting and Carpeting Installation Supplies	KYA Services, Inc.	N/A	N/A
	Feb-14	Feb-17	Synthetic Turf and Sports Flooring	KYA Services, Inc.	N/A	N/A

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2015-2016
BID # P-16 14/15	Feb-15	Feb-18	Classroom Furniture	Multiple Agencies	N/A	N/A
<b>Transportation</b>						
Bid #18-12	Jul-12	Jun-16	Field Trip, Athletic, NJROTC and Non-school bus Transportation	American Logistics, Durham School Services, JFK Transportation, Certified Transportation	\$276,000	NO
Bid # 06-16	Feb-16	Feb-19	Cars, Trucks and Vans	Guaranty Chevrolet, Rush Truck Centers	\$500,000	NO
<b>Copiers Districtwide</b>						
Bid # 02-13	May-13	May-18	60 Month Lease of copiers	Xerox Corporation	\$1,200,000	NO
<b>Facilities/Building Services</b>						
Bid # 02-12	Oct-11	Oct-16	Trash and recycling Services	Ware Disposal	\$600,000	YES
BID # 01-15	Aug-14	Aug-19	Energy Management Systems Maintenance Services	Western Power Systems	\$120,000	NO
BID # 07-16	Feb-16	Feb-19	Unit Price Low Voltage Classroom Technology and Installation	Digital Networks Group	\$1,000,000	NO
<b>Nutrition Services</b>						
BID # 04-14	Aug-14	Aug-17	Paper, Plastic, Food Wrapping and Non-Food Supplies	P&R Paper, A&R Food Distributors, Daxwell, Southwest School, Platinum Packaging, Interboro Packaging, Sysco Riverside, American Tex-Chem, Form Plastics, Grainger, Oliver Packaging, Pressed Paperboard, Transilwrap, Waxie	\$650,000	NO
Bid# 02-15	Sep-14	Sep-17	Frozen, Refrigerated, Processed Commodity and Dry Food Products	A&R Food Distributors	\$6,000,000	NO
Bid # 03-15	Oct-14	Oct-17	Kitchen Equipment	Action Sales, Strategic Equipment & Supply, Arrow Restaurant Equipment, Chef's Toys, Pueblo Hotel Supply, Douglas Equipment	\$4,000,000	NO
Bid # 12-15	Mar-15	Mar-18	Delivery Trucks	Inland Kenworth US, Inc.	\$150,000	NO

**AGENDA ITEM BACKUP SHEET****June 7, 2016****Board Meeting**

**TITLE:** Approval of Board Members Attendance at California School Boards Association Leadership Institute, July 15-16, 2016 in Sacramento, CA

**ITEM:** Consent

**PREPARED BY:** Rick L. Miller, Ph.D., Superintendent

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for Board Members Valerie Amezcua and Cecilia Iglesias to attend the California School Boards Association Leadership Institute: Leading and Taking Action for Student Success on July 15-16, 2016, in Sacramento, CA.

**RATIONALE:**

The California School Boards Association (CSBA) *The Leadership Institute: Leading and Taking Action for Student Success* is a two-day conference. The event will provide relevant, engaging content and critical strategies to advance the leadership capacity of governance members, with the understanding of challenges and changes in education.

CSBA's Leadership Institute has been uniquely designed to provide a highly interactive, hands-on program that leverages proven leadership principles and practices to advance one's skills.

**FUNDING:**

General Fund: \$2,400

**RECOMMENDATION:**

Approve the attendance of Board Member Valerie Amezcua and Cecilia Iglesias at the California School Boards Association Leadership Institute on July 15-16, 2016 in Sacramento, CA.



**AGENDA ITEM BACKUP SHEET**  
**June 7, 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**

---

**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 20 new hires for SAUSD, including:

- Business Analyst – 1
- Computer Technician – 2
- District Safety Officer – 1
- Licensed Vocational Nurse – 6
- Site Clerk – 2
- Student Support Paraprofessionals-Special Education – 3
- 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 - June 7, 2016**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>NEW HIRES/RE-HIRES</b>					
Espindola, Claudia	Teacher	Transition Program	August 16, 2016		Rehire - Intern
Lee, Grant	Teacher	Santa Ana	August 23, 2016		New Hire - Probationary I
Perillard, Stephanie	Nurse	Pupil Support Services	May 23, 2016		New Hire - Probationary I
Reyes Tenopala, Luis	Teacher	Esqueda	August 23, 2016		Rehire - Intern
Vilfort, Amanda	Teacher	Washington	August 23, 2016		New Hire - Probationary I
<b>CHANGE IN STATUS</b>					
Rush, Kathryn	Teacher	Century	August 27, 2015		From 44920 to Probationary I
<b>PROMOTIONS</b>					
Holte, Amy	Curriculum Specialist	K-12 School Performance and Culture	July 1, 2016		From Teacher to Curriculum Specialist
Jackson, Kori	Curriculum Specialist	K-12 Teaching and Learning	June 20, 2016		From Teacher to Curriculum Specialist
Micka, Justin	Program Specialist	Special Education	July 1, 2016		From Teacher to Program Specialist

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>PROMOTIONS (Continued)</b>					
Yolles, Meghan	Program Specialist	Special Education	July 1, 2016		From Psychologist to Program Specialist
<b>SHARED CONTRACTS 2016-17</b>					
Ledergerber, Amber	Teacher	Esqueda	August 23, 2016		50% Contract
Pilla, Julia	Teacher	Esqueda	August 23, 2016		50% Contract
Cardenas, Jennifer	Teacher	Esqueda	August 23, 2016		80% Contract
Frederick, Carolyn	Teacher	Esqueda	August 23, 2016		20% Contract
Mouat, Amy	Teacher	Fremont	August 23, 2016		50% Contract
Wellikson, Leah	Teacher	Fremont	August 23, 2016		50% Contract
Mauga, Nicholl	Teacher	Greenville	August 23, 2016		40% Contract
Simon, Tracy	Teacher	Greenville	August 23, 2016		60% Contract
Schrock, Michelle	Teacher	Heninger	August 23, 2016		40% Contract
Wiedrick, Eulalla	Teacher	Heninger	August 23, 2016		60% Contract
Brainard, Laurin	Teacher	Heninger	August 23, 2016		50% Contract
Ixmay, Jana	Teacher	Heninger	August 23, 2016		50% Contract

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SHARED CONTRACTS 2016-17 (Continued)</b>					
Galindo-Werner, Lisa	Teacher	Mitchell	August 23, 2016		45% Contract
Lopez, Amanda	Teacher	Mitchell	August 23, 2016		55% Contract
Nguyen, Thuc	Teacher	Mitchell	August 23, 2016		50% Contract
Turner, Susy	Teacher	Mitchell	August 23, 2016		50% Contract
Avram, Sarah	Teacher	Muir	August 23, 2016		40% Contract
Holder, Estelle	Teacher	Muir	August 23, 2016		60% Contract
Rowen, Stacey	Teacher	Muir	August 23, 2016		50% Contract
Sebens, Amber	Teacher	Muir	August 23, 2016		50% Contract
Dickey, Melissa	Teacher	Roosevelt	August 23, 2016		50% Contract
Hall, Jannette	Teacher	Roosevelt	August 23, 2016		50% Contract
Lemberger, Diane	Teacher	Roosevelt	August 23, 2016		40% Contract
Sherman, Colleen	Teacher	Roosevelt	August 23, 2016		60% Contract
Raya, Erin	Teacher	Roosevelt	August 23, 2016		50% Contract
Bornhop, Mary	Teacher	Roosevelt	August 23, 2016		50% Contract
Jones, Christine	Teacher	Taft	August 23, 2016		80% Contract
Arvizu, Virginia	Teacher	Taft	August 23, 2016		20% Contract

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SHARED CONTRACTS 2016-17 (Continued)</b>					
Scheid, Erin	Teacher	Taft	August 23, 2016		80% Contract
Arvizu, Virginia	Teacher	Taft	August 23, 2016		20% Contract
Call, Brenda	Teacher	Walker	August 23, 2016		65% Contract
Kinan, Karen	Teacher	Walker	August 23, 2016		35% Contract
<b>GRADE LEVEL LEADERS 2015-16</b>					
Esquivel, Aurora		Romero-Cruz	2015-16		
Vom Steeg, Scott		Romero-Cruz	2015-16		
<b>PARTIAL CONTRACTS 2016-17 (Correction)</b>					
Rodriguez-Thomas, Rocio		Santa Ana	August 23, 2016		60% Continuing Contract
<b>SUMMER SCHOOL TEACHERS</b>					
Alonzo, Yvonne		Segerstrom			
Anaya, Felipe		Segerstrom			
Anderson, Carolyn		Santa Ana			
Archuleta, Jacob		Century Valley			
Armstrong, Mark		Century Valley			
Ashkiani, Ali		Century Valley			
Booker, Howard		Lorin Grisct			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS (Continued)</b>					
Boukova, Roumyana		Century			
Bradshaw, Christopher		Segerstrom			
Bravo, Alexandra		Saddleback			
Bustard, Michael		Lorin Grisct			
Callanan, Jill		Saddleback			
Cardenas, Marisol		Valley			
Castro, Laura		Valley			
Cervantes, Alfredo		Santa Ana			
Chan, Jenny		Century			
Chen, George		Century			
Contreras, Juan		Godinez			
Contreras, Miriam		Godinez			
Cortes, Teodoro		Chavez			
Covey, Richard		Saddleback			
Czaja, Gregory		Saddleback			
Dalton, Monica		Saddleback			
Diaz, Lucero		Valley			
Do, Anh		Segerstrom			
Dreyer, Claire		Valley			
Duong, Karen		Valley			
Echaves, Michael		Godinez			
Echeverria, Daniel		Middle College			
Elizondo, Gerard		Santa Ana			
Elmasry, Fareed		Santa Ana			
Espinoza, Rosalina		Century			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER SCHOOL TEACHERS (Continued)</b>					
Fausto, David		Valley			
Fenwick, Randolph		Segerstrom			
Feuerborn, Joyce		Godinez			
Fitzgerald Jimenez, Crystal		Century			
Florance, Joseph		Segerstrom			
Flores, Nancy		Segerstrom			
Gamnig, Michael		Valley			
Garcia, Joseph		Lorin Grisct			
Garcia, Teresa		Godinez			
Garcia-Chau, Elsa		Lorin Grisct			
Gentile, Nicholas		Valley			
Gibson, Jonathan		Saddleback			
Golden, Darcee		Middle College			
Gomez, Adrian		Segerstrom			
Gomeztrejo, Fred		Godinez			
Goodrich, Nathan		Century			
Gordon, Roger		Godinez			
Govier, Robert		Century			
Green, Eric		Godinez			
Guerrero, Elizabeth		Century			
Gutierrez, David		Santa Ana			
Harris, Donzelle		Santa Ana			
Harrison, Thomas		Chavez			
Hess, Thomas		Godinez			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER SCHOOL TEACHERS (Continued)</b>					
Hinman, Robert		Santa Ana			
Humphrey, Geraldine		Valley			
Johnson, Carl		Segerstrom			
Kirchberg, John		Valley			
Koeler, James		Godinez			
Kong, Dawn		Saddleback			
Lapic, Andrew		Century			
Lawhon, Charles		Lorin Grisnet			
Lillie, Brian		Santa Ana			
Loh, Brenda		Segerstrom			
Lopez, Veronica		Valley			
Mackenzie, Marcus		Lorin Grisnet			
Malagon, Arnulfo		Chavez			
Maldonado, Gloria		Lorin Grisnet			
Manntai, Eric		Century			
Manntai, Jessica		Century			
Martinez, Roman		Santa Ana			
Mc Cook, Robert		Santa Ana			
Mc Mahon, Jeanette		Godinez			
McCluskey, Kameron		Godinez			
Miranda, Ivan		Segerstrom			
Mirhashemi, Niloufar		Godinez			
Molina, Fausto Jr.		Santa Ana			
Morris, IV, Thomas		Saddleback			
Musngi, Noemi		Godinez			



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS (Continued)</b>					
Nguyen, Michael		Santa Ana			
Nguyen, Thu		Middle College			
Nunez, Jesus		Segerstrom			
Oishi, Todd		Santa Ana			
Ortiz, Brenda		Valley			
Parga, Regina		Godinez			
Peimbert, Barbara		Saddleback			
Pena, Maricela		Lorin Grisnet			
Pena Munoz, Nidia		Segerstrom			
Perez, Enrique		Saddleback			
Pinto, Franklin		Godinez			
Pola, Kevin		Godinez			
Putros, Danial		Lorin Grisnet			
Quezada, Ana-Brenda		Saddleback			
Ramirez, Robert		Santa Ana			
Ramirez, Steven		Century			
Reekers, Annie		Segerstrom			
Reuter, David		Santa Ana			
Reynozo, Jesse		Lorin Grisnet			
Rivera, Zayra		Saddleback			
Robison, James		Lorin Grisnet			
Rocha Rodriguez, Diego		Godinez			
Romero, Analu		Santa Ana			
Salcedo, Margie		Segerstrom			
Scanlon, Brian		Valley			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER SCHOOL TEACHERS (Continued)</b>					
Sechrest, Eric		Santa Ana			
Shimasaki, Darren		Valley			
Sirgy, Michelle		Century			
Smith, Thomas		Century			
Snyder, William		Godinez			
Solis, Eric		Santa Ana			
Stancil, Kenneth		Valley			
Statler, Monique		Segerstrom			
Stevens, Kelly		Segerstrom			
Swanstrom, Carl		Santa Ana			
Tagalao, Joseph		Segerstrom			
TeGantvoort, Charles		Santa Ana			
Terwilliger, Erik		Valley			
Thomas, Maryanne		Middle College			
Tieu, Ngoc		Saddleback			
Treen, Lisa		Godinez			
Trumbo, Richard		Santa Ana			
Turner, Rosalind		Segerstrom			
Urrea, Gustavo		Chavez			
Vela, Eddie		Segerstrom			
Vismantas, Eric		Godinez			
Volmer, Susan		Saddleback			
Walker, Sarah		Godinez			
West, Jeffrey		Century			
Whittington, Cheryl		Saddleback			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>SUMMER SCHOOL TEACHERS (Continued)</b>					
Witte, Laura		Saddleback			
Wong, David		Santa Ana			
Wood, Michael		Valley			
Wren, Christopher		Saddleback			
Yetko, Claire		Valley			
You, Hahnuel		Middle College			
Young, Jeffrey		Century			
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGISTS</b>					
	Speech and Language Pathologist	Speech Department			
Cho, David	Speech and Language Pathologist	Speech Department			
Cool, Susan	Speech and Language Pathologist	Speech Department			
Hernandez, Stephanie	Speech and Language Pathologist	Speech Department			
Krupinski, Debra	Speech and Language Pathologist	Speech Department			
Larsson, Mary	Speech and Language Pathologist	Speech Department			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

<b>LAST NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGISTS (Continued)</b>					
	Speech and Language Pathologist	Speech Department			
Pfotenhauer, Elise	Speech and Language Pathologist	Speech Department			
Tamayo-Nikolenko, Judith	Speech and Language Pathologist	Speech Department			
Wallace, Karen	Speech and Language Pathologist	Speech Department			
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS</b>					
Adams, Jeffrey		Adult Transition			
Agahi, Fariba		Martin			
Ahluwalia, Amrita		Taft			
Almanzar, Pete		Spurgeon			
Barboza, Marlene		Valley			
Ben-Jacob, Ashley		Taft			
Benavides, Yajahira		Kennedy			
Berger, Jill		Seegerstrom			
Birnie, Spencer		Adult Transition			
Blake, Anne		Washington			
Bremmer, Ashley		Spurgeon			
Brito, Lucio		Spurgeon			
Brooks, Gary		Washington			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>					
Caetta, James		Century			
Cantey, Amanda		Washington			
Carlson, Jonathan		Spurgeon			
Carney, Jann		Spurgeon			
Castro, Carlos		Spurgeon			
Childress, Allen		Muir			
Cifuentes, Adolfo		Heninger			
Cortez, Dany		Heninger			
Cortez, Francisco		Century			
Creaghe, Lorena		Spurgeon			
Cuellar, Alice		Special Education			
Davis, Nancy		Taft			
De Leon, Marissa		Martin			
Delgado, Gabriel		Valley			
Delgado, Oscar		Santa Ana			
Detviler, Tammra		Santa Ana			
Dodge, Scott		Spurgeon			
Domingo, Crystal		Heninger			
Don Vito, Karen		Spurgeon			
Duran, Corrine		Heninger			
Edward, Marina		Martin			
Ehlow, Lisa		Heninger			
Eidenmuller, Gail		Santiago			
Ekno, Desiree		Washington			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>					
Elizondo-Rodriguez, Leslie		NOVA			
Espindola, Claudia		Adult Transition			
Esquivel, Elizabeth		Heninger			
Fedele, Stephen		Godinez			
Fiege-Kollmann, Ylva		Special Education			
Flores, Jennifer		Segerstrom			
Gabaldon, Robert		Valley			
Garcia, Francisco		Santiago			
Garcia, John		Taft			
Gonzales, Christopher		Saddleback			
Gonzalez, Maria		Heninger			
Gonzalez, Marina		Taft			
Graham, Natalie		Taft			
Gregrow, Stacey		Special Education			
Guerra, Gustavo		Martin			
Gutierrez, Armando		Spurgeon			
Guzman, Allison		Martin			
Guzman, Evelyn		Taft			
Hackett, Jeanne		Heninger			
Hanna, Howida		Mitchell			
Hazelwood, Debby		Lorin Grisot			
Hendy, Tiffany		Heninger			
Hernandez, Robert		Valley			
Heusser, Brianne		Mitchell			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>					
Holley, Lori		Taft			
Hoolihan, Kathleen		Muir			
Howell, Andrea		Mitchell			
Hsu, Maylin		Heninger			
Huestis, Mindy		Mitchell			
Hughes, Shawna		Special Education			
Hunter, Mark		Muir			
Ingebrigtsen, Kortni		Muir			
Jacovides, Alexis		Godinez			
Jamison, Shawn		Spurgeon			
Jaramillo, Rosa		Taft			
Johnson, Leslie		Mitchell			
Kanode, Cathy		Muir			
Katz, Mark		Adult Transition			
Kearns, Alice		Taft			
Keller, Ruth		Spurgeon			
Kennedy, Cathleen		Adult Transition			
Kohut-Clements, Carrie		Taft			
Lee, Darlyn		Century			
Leenen, Rona		Kennedy			
Leonard, Sean		Godinez			
Lopez, Adolfo		Santa Ana			
Lopez, Luis		Segerstrom			
MacDonald, Michelle		Taft			
Martinez, Juliana		Heninger			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>					
Martinez, Veronica		Martin			
Mata-Azvedo, Theresa		Taft			
McClelland, Christina		Taft			
McEntee, Jeffrey		Muir			
McMahon, Patrick		Washington			
Meade, Donna		Spurgeon			
Mendoza, Eskayla		Mitchell			
Micka, Justin		Saddleback			
Mitsicourides, Alexander		Century			
Miyashiro, Maria		Kennedy			
Mohr, Lawrence		Saddleback			
Momberg, Julie		Saddleback			
Montes, Karina		Taft			
Moore, Nguyet		Santa Ana			
Morales, Charleen		Century			
Morris, Elisa		Mitchell			
Napier, Rodney		Heninger			
Nelson, Kurt		Kennedy			
Newman, Heather		Heninger			
Nixon, Walter		Spurgeon			
Nolan, Mackenzie		Mitchell			
O'Connell, James		Saddleback			
Olsen, Shane		Adult Transition			
Olsen, Terri		Spurgeon			
Ontiveros, Cassandra		Taft			



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>					
Ortiz, Brenda		Washington			
Orville, Jan		Heninger			
Padilla, Debbie		Muir			
Padilla, Marie		Heninger			
Peck, Stephanie					
Pelosi, Carol		Kennedy			
Pena, Giancarlo		Special Education			
Perkins, Melissa		Taft			
Peterson, Brandon		Godinez			
Phillips, Marlyn		Segerstrom			
Phillips, Nicole		Washington			
Ponce, Magaly		Martin			
Pondell, Katrina		Adult Transition			
Quintero, Eliseo		Mitchell			
Ramirez, Hayley		Mitchell			
Ramirez, Scott		Mitchell			
Reh, Myava		Heninger			
Reyes, Robert		Kennedy			
Reyes Herrera, Rosendo		Martin			
Rincon, Rosa		Santiago			
Rosenberg, Joel		Santa Ana			
Rubio, Paul		Muir			
Salgado, Veronica		Taft			
Sanchez Jimenez, Mayra		Special Education			
Sandoval, Damaris		Mitchell			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>					
Sandoval, Paula		Segerstrom			
Schlensker, Nicholas		Century			
Shanks, Saldetor		Godinez			
Siegel, Gina		Century			
Skelton, Jennifer		Century			
Sleiman, Angela		Kennedy			
Smith, Blake		Valley			
Stella, Cherill		Mitchell			
Stotelmeyer, Stephanie		Segerstrom			
Stout, John		Special Education			
Strauss, Stephanie		Special Education			
Striegl, Telly		Martin			
Swanson, Eric		Kennedy			
Tadros, Karen		Santiago			
Tarnow, Paula		Valley			
Tellez, Stephanie		Mitchell			
Torres, Josue		Santiago			
Tourgeman, Tammy		Martin			
Tran, Lisa		Mitchell			
Tucker, Adriana		Lorin Grisct			
Uraga, Yvonne		Mitchell			
Vance, David		Adult Transition			
Vazquez, Hugo		Washington			
Vijayvargiya, Shalini		Heninger			
Warner, Denise		Kennedy			

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>					
Watson, Lindsay		Washington			
Watts, Matthew		Godinez			
Weiss, Debra		Saddleback			
Wiebe, Christine		Washington			
Wilson, Julie		Adult Transition			
Zarate, Rosa		Adult Transition			

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 7, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENTS</b>						
Ohta, Gloria	Job Coach Sp. Ed.	Transition Program	June 7, 2016			20 years, 1 month
Rodriguez, Eleticia	Fd. Svc. Wkr.	Saddleback	Jun 16, 2016			
						31 years, 9 months Change of date
Varela, Irene	Fd. Svc. Spvr. Elem.	Fremont	June 17, 2016			
<b>RESIGNATIONS</b>						
Crego, Paula	Activity Supervisor	Century	January 15, 2016			Personal - 2 years, 3 months
Cuevas, Cynthia	After School IP	After School Programs	May 13, 2016			Personal - 3 months
Dimas, Anavil	SSP Sp. Ed.	Valley	April 29, 2016			Personal - 1 month
Oropeza, Briana	After School IP	Esqueda	May 13, 2016			Personal - 11 months
Ramirez, Jaqueline	Instructional Provider	McFadden	April 25, 2016			Personal - 2 years, 6 months
Salas, Jesus	After School IP	Diamond	June 16, 2016			Personal - 1 year, 5 months
Vega-Chavarria, Jacqueline	After School IP	Walker	May 18, 2016			Personal - 1 year, 4 months
Zamani, Mena	After School IP	MacArthur	May 10, 2016			Personal - 4 years, 1 month

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 7, 2016**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>RESIGNATIONS (Continuation)</b>						
Zavala, Yolanda	Site Clerk	Fremont	May 27, 2016			Personal - 4 years, 8 months
<b>TERMINATIONS</b>						
ID# 29022	Fd. Svc. Wkr.	Villa	May 18, 2016			
ID# 29807	After School IP	After School Program	May 18, 2016			
<b>ABSENCES (3 to 20 duty days)</b>						
Mercado, Jacqueline	Licensed Vocational Nurse	PSS	May 12, 2016	May 18, 2016		Personal
Mora, Maria	Autism Paraprofessional	Mitchell	May 19, 2016	June 10, 2016		Personal
Sanchez, Maria	Library Media Tech.	Willard	April 21, 2016	May 21, 2016		Personal
Terronez, Kathleen	Library Media Tech.	Fremont	May 17, 2016	June 12, 2016		Personal
<b>MILITARY ABSENCE</b>						
Herrera-Gonzalez, Victor	Licensed Vocational Nurse	PSS	May 13, 2016	June 18, 2016		

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>NEW HIRES</b>						
Arambula, Rosalina	Site Clerk	Godinez	June 8, 2016		24/1	Probationary
Campos de Thaler, Rosa	Licensed Vocational Nurse	PSS	May 10, 2016		24/1	Probationary
Garcia, Jacqueline	Licensed Vocational Nurse	PSS	May 16, 2016		24/1	Probationary
Hidalgo, Ruth	Licensed Vocational Nurse	PSS	May 9, 2016		24/1	Probationary
Juarez, Zorayda	Licensed Vocational Nurse	PSS	May 16, 2016		24/1	Probationary
LaSure, Katherine	SSP Sp. Ed.	Franklin	May 31, 2016		19/1	Probationary
Lopez, Karen	Licensed Vocational Nurse	PSS	May 18, 2016		24/1	Probationary
Meza, Kristine	SSP Sp. Ed.	Mitchell	May 5, 2016		19/1	Probationary
Mora, Maritza	Licensed Vocational Nurse	PSS	May 9, 2016		24/1	Probationary
Plascencia, Veronica	District Safety Officer	Willard	May 25, 2016		31/1	Probationary
Rivera, Maria	SSP Sp. Ed.	Heroes	May 16, 2016		19/1	Probationary
Romero, Hilda	Site Clerk	Monroe	June 8, 2016		24/1	Probationary
Spencer, John	Computer Technician	Willard	May 10, 2016		28/1	Probationary
Tena, David	Computer Technician	Carr	May 24, 2016		28/1	Probationary
Zhao, Sarina	Business Analyst	Technology Innovation Services	June 8, 2016		48/1	Probationary

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 7, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>REAPPOINTMENT (Returned from Leave)</b>						
	Autism					
Awni Hassan, Haim	Paraprofessional	Mitchell	May 16, 2016		24/3	
<b>TEMPORARY ASSIGNMENTS</b>						
	Admin. Secretary	Human Resources				
Acosta, Erica	Human Resources	Human Resources	May 17, 2016	June 30, 2016	31/6	
Arroyo, Arturo	Rv. Ld. Custodian	Bldg. Svcs.	April 12, 2016	April 15, 2016	28/5	
Benavidez, Jaime	Plant Custodian Int.	Bldg. Svcs.	April 12, 2016	April 15, 2016	32/5	
Cortez, Jim	Rv. Ld. Custodian	Bldg. Svcs.	May 2, 2016	May 27, 2016	28/3 + Diff.	
Hill, Donald	Rv. Ld. Custodian	Bldg. Svcs.	May 1, 2016	May 31, 2016	28/5	
Mancilla, Anthony	Plant Custodian Elem	Bldg. Svcs.	April 11, 2016	May 5, 2016	28/5	
	Ld. Personnel Tech.	Human Resources				
Melgar, Maria	Ld. Personnel Tech.	Human Resources	May 18, 2016	June 3, 2016	34/5	
	Business Analyst I	Nutrition Svcs.				
Mendoza, Angel	Business Analyst I	Svcs.	May 2, 2016	June 30, 2016	48/5	
Nieto, César	Rv. Ld. Custodian	Bldg. Svcs.	May 1, 2016	May 31, 2016	28/5 + Diff.	
Perales, Guadalupe	Sr. Groundskeeper	Bldg. Svcs.	May 9, 2016	May 26, 2016	30/5	
Perez, Juan	Plant Custodian HS	Bldg. Svcs.	May 1, 2016	May 10, 2016	35/2	
Ugalde, Victor	Plant Custodian HS	Bldg. Svcs.	April 1, 2016	April 15, 2016	35/2	

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Public Disclosure of Tentative Agreement with Santa Ana Educators' Association**

**ITEM:**                   **Public Hearing**

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

**PREPARED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

**BACKGROUND INFORMATION:**

The purpose of this agenda is to conduct a public hearing for the Tentative Agreement reached with the Santa Ana Educators' Association. This agreement culminates a process that allowed both parties to address contractual concerns as listed in their respective initial proposals.

**ITEM SUMMARY:**

- Conduct Public Hearing in compliance with Government Code Section 3547.5.

**RATIONALE:**

Under the provisions of Government Code Section 3547.5, local educational agencies are required to publicly disclose the provisions of all collectively-bargained agreements before entering into a written agreement.

In accordance with AB 1200 certification requirements, a copy of this Disclosure was filed and approved by OCDE. County Office approval is required prior to acceptance and approval by the local Board of Education. Under AB 2756/1200, the Superintendent and Chief Business Official are required to certify that costs incurred under the Tentative Agreement with Santa Ana Educators' Association can be met during the term of agreement.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

For information only.



**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: SANTA ANA UNIFIED SCHOOL DISTRICT  
 Name of Bargaining Unit: Santa Ana Educators' Association  
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2019  
 (date) (date)

The Governing Board will act upon this agreement on: June 28, 2016  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement FY 2015-16	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2016-17	Year 2 Increase/(Decrease) FY 2017-18	Year 3 Increase/(Decrease) FY 2018-19
1 <b>Salary Schedule</b> Increase (Decrease):	\$ 234,852,331	\$ 2,348,523	\$ -	\$ -
		1.00%	0.00%	0.00%
2 <b>Step and Column</b> Increase (Decrease)	\$ -	\$ -	\$ -	\$ -
3 <b>Other Compensation</b> - For the 2016-17 school year, each bargaining unit member in paid status with the District as of September 1, 2016 shall receive the equivalent of 1.0% one-time, off-schedule payment paid on the November pay-warrant. The calculation of the 1.0% shall be based on the unit member's placement on the 2015-16 teachers' and		\$ 2,348,523	\$ (2,348,523)	\$ (2,348,523)
<b>Description of other compensation:</b>				
4 <b>Statutory Benefits</b> - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 46,806,069	\$ 936,121	\$ (511,508)	\$ (554,956)
		2.00%	-1.09%	-1.19%
5 <b>Health/Welfare Plans:</b> Estimated increase in H&W costs for SAEA	\$ 32,026,405	\$ 1,388,682	\$ -	\$ -
		4.34%	0.00%	0.00%
6 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)	\$ 313,684,805	\$ 7,021,850	\$ (2,860,031)	\$ (2,903,479)
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	2,470.11			
8 <b>Total Compensation Average Cost per Employee</b>	\$ 126,992	n/a	n/a	n/a
		0.00%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

**The 2016-17 teachers' and psychologists' salary schedules shall be increased by 1% from the 2015-16 salary schedules beginning July 1, 2016. In addition, bargaining unit members will receive a 1% one-time, off-schedule payment for 2016-17.**

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary.

**A. For the 2016-17 school year, each bargaining unit member in paid status with the District as of September 1, 2016 shall receive the equivalent of 1% one-time, off-schedule payment paid on the November pay-warrant. The calculation of the 1% shall be based on the unit member's placement on the 2015-16 teachers' and psychologists' salary schedules after the close of business on June 30, 2016. B. Bargaining unit members hired between July 1, 2016 through September 1, 2016 shall receive a 1% one-time, off-schedule payment based on their initial step and column placement on the salary schedule. The calculation of the 1% shall be based on the unit member's equivalent step and column on the 2015-16 teachers' and psychologists' salary schedules after the close of business on June 30, 2016. EMPLOYEE BENEFITS: A. The District will absorb all increased health benefits costs for SAEA members for the 2016-17 school year. The increased benefits costs covered by the District for all SAEA members for the 2016-17 plan year shall be considered as part of a total compensation package offered by the District for the 2016-17 school year.**

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes  No

If yes, please describe the cap amount.

N/A

- B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)**

**Changes in Non-compensation Items. A. SAUSD and SAEA agree to write proposals that clarify language, update the contract and to remove outdated terms in the CBS. B. SAUSD and SAEA agree to write non-economic proposals that re-write and/or clarify language for Article XV: Employee Benefits on or before November 1, 2016.**

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

**Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)**

N/A

- D. What contingency language is included in the proposed agreement? Include specific areas identified re-openers, applicable fiscal years, and specific contingency language.

**1.2 Both parties agree that during the term of this Agreement, either party may demand bargaining pertaining to State or Federal legislation. 1.4. Other sections of the CBA may be re-opened only by mutual consent except where specifically permitted by the CBA itself or required by law. 1.5 Upon ratification of the 2016-2019 Collective Bargaining Agreement (CBA), but no later than October 1, 2016, each party shall present proposals for re-openers on Article VII: Wages and Wage Provisions and Article XV: Benefits for 2017-2018; in addition, each party may open two (2) other articles.**

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

**G. Source of Funding for Proposed Agreement**

1. Current Year

**General Fund and Other Funds**

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?
3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

**It will be funded with ongoing revenue plus new revenue for that year as well as the reprioritization of funding allocations. In addition the District will have realized savings from the offering of an early retirement incentive.**

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit: **Santa Ana Educators' Association (SAEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (Second Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 489,311,332	\$ -	\$ -	\$ 489,311,332
Remaining Revenues (8100-8799)	\$ 49,813,650	\$ -	\$ -	\$ 49,813,650
<b>TOTAL REVENUES</b>	\$ 539,124,982	\$ -	\$ -	\$ 539,124,982
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999) <i>SAEA</i>	\$ 221,274,943	\$ -	\$ -	\$ 221,274,943
Classified Salaries (2000-2999)	\$ 53,879,212	\$ -	\$ -	\$ 53,879,212
Employee Benefits (3000-3999) <i>SAEA</i>	\$ 84,103,193	\$ -	\$ -	\$ 84,103,193
Books and Supplies (4000-4999)	\$ 20,127,533	\$ -	\$ -	\$ 20,127,533
Services, Other Operating Expenses (5000-5999)	\$ 56,211,644	\$ -	\$ -	\$ 56,211,644
Capital Outlay (6000-6599)	\$ 2,050,618	\$ -	\$ -	\$ 2,050,618
Other Outgo (7100-7299) (7400-7499)	\$ 2,442,747	\$ -	\$ -	\$ 2,442,747
Direct Support/Indirect Cost (7300-7399)	\$ (6,592,783)	\$ -	\$ -	\$ (6,592,783)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 433,497,106	\$ -	\$ -	\$ 433,497,106
OPERATING SURPLUS (DEFICIT)	\$ 105,627,876	\$ -	\$ -	\$ 105,627,876
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,035	\$ -	\$ -	\$ 1,035
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 19,679,849	\$ -	\$ -	\$ 19,679,849
CONTRIBUTIONS (8980-8999)	\$ (78,087,156)	\$ -	\$ -	\$ (78,087,156)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 7,861,907	\$ -	\$ -	\$ 7,861,907
<b>BEGINNING BALANCE</b>				
Beginning Balance	\$ 40,332,184			\$ 40,332,184
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 48,194,091	\$ -	\$ -	\$ 48,194,091
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 1,170,000	\$ -	\$ -	\$ 1,170,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ 7,547,582	\$ -	\$ -	\$ 7,547,582
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 26,257,190	\$ -	\$ -	\$ 26,257,190
Reserve for Economic Uncertainties (9789)	\$ 13,219,319	\$ -	\$ -	\$ 13,219,319
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **Santa Ana Educators' Association (SAEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (Second Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 129,839,133	\$ -	\$ -	\$ 129,839,133
<b>TOTAL REVENUES</b>	\$ 129,839,133	\$ -	\$ -	\$ 129,839,133
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999) <i>SAEA</i>	\$ 63,830,599	\$ -	\$ -	\$ 63,830,599
Classified Salaries (2000-2999)	\$ 37,262,393	\$ -	\$ -	\$ 37,262,393
Employee Benefits (3000-3999) <i>SAEA</i>	\$ 51,525,508	\$ -	\$ -	\$ 51,525,508
Books and Supplies (4000-4999)	\$ 17,117,855	\$ -	\$ -	\$ 17,117,855
Services, Other Operating Expenses (5000-5999)	\$ 24,517,096	\$ -	\$ -	\$ 24,517,096
Capital Outlay (6000-6599)	\$ 5,866,219	\$ -	\$ -	\$ 5,866,219
Other Outgo (7100-7299) (7400-7499)	\$ 2,954,619	\$ -	\$ -	\$ 2,954,619
Direct Support/Indirect Cost (7300-7399)	\$ 4,714,725	\$ -	\$ -	\$ 4,714,725
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 207,789,014	\$ -	\$ -	\$ 207,789,014
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (77,949,881)	\$ -	\$ -	\$ (77,949,881)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 78,087,156	\$ -	\$ -	\$ 78,087,156
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 137,275	\$ -	\$ -	\$ 137,275
<b>BEGINNING BALANCE</b>	\$ 9,988,327			\$ 9,988,327
Prior-Year Adjustments/Restatements (9793/9795)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 10,125,602	\$ -	\$ -	\$ 10,125,602
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 10,125,602	\$ -	\$ -	\$ 10,125,602
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Enter Bargaining Unit: **Santa Ana Educators' Association (SAEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (Second Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 489,311,332	\$ -	\$ -	\$ 489,311,332
Remaining Revenues (8100-8799)	\$ 179,652,783	\$ -	\$ -	\$ 179,652,783
<b>TOTAL REVENUES</b>	\$ 668,964,115	\$ -	\$ -	\$ 668,964,115
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999) <i>SAEA</i>	\$ 285,105,542	\$ -	\$ -	\$ 285,105,542
Classified Salaries (2000-2999)	\$ 91,141,606	\$ -	\$ -	\$ 91,141,606
Employee Benefits (3000-3999) <i>SAEA</i>	\$ 135,628,701	\$ -	\$ -	\$ 135,628,701
Books and Supplies (4000-4999)	\$ 37,245,388	\$ -	\$ -	\$ 37,245,388
Services, Other Operating Expenses (5000-5999)	\$ 80,728,739	\$ -	\$ -	\$ 80,728,739
Capital Outlay (6000-6599)	\$ 7,916,837	\$ -	\$ -	\$ 7,916,837
Other Outgo (7100-7299) (7400-7499)	\$ 5,397,366	\$ -	\$ -	\$ 5,397,366
Direct Support/Indirect Cost (7300-7399)	\$ (1,878,058)	\$ -	\$ -	\$ (1,878,058)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 641,286,120	\$ -	\$ -	\$ 641,286,120
OPERATING SURPLUS (DEFICIT)	\$ 27,677,995	\$ -	\$ -	\$ 27,677,995
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,035	\$ -	\$ -	\$ 1,035
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 19,679,849	\$ -	\$ -	\$ 19,679,849
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 7,999,181	\$ -	\$ -	\$ 7,999,181
<b>BEGINNING BALANCE</b>	\$ 50,320,511			\$ 50,320,511
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 58,319,693	\$ -	\$ -	\$ 58,319,693
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 1,170,000	\$ -	\$ -	\$ 1,170,000
Restricted Reserves (9740)	\$ 10,125,602	\$ -	\$ -	\$ 10,125,602
Stabilization Arrangements (9750)	\$ 7,547,582	\$ -	\$ -	\$ 7,547,582
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 26,257,190	\$ -	\$ -	\$ 26,257,190
Reserve for Economic Uncertainties (9789)	\$ 13,219,319	\$ -	\$ -	\$ 13,219,319
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund**

Enter Bargaining Unit: **Santa Ana Educators' Association (SAEA)**

	2015-16	2016-17	2017-18
	Total Second Interim Budget Before Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 489,311,332	\$ 512,805,296	\$ 518,719,321
Remaining Revenues (8100-8799)	\$ 179,652,783	\$ 134,727,819	\$ 129,478,689
<b>TOTAL REVENUES</b>	\$ 668,964,115	\$ 647,533,115	\$ 648,198,010
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999) <i>SAEA</i>	\$ 285,105,542	\$ 282,791,068	\$ 284,160,420
Classified Salaries (2000-2999)	\$ 91,141,606	\$ 92,380,788	\$ 93,645,589
Employee Benefits (3000-3999) <i>SAEA</i>	\$ 135,628,701	\$ 144,555,866	\$ 156,485,654
Books and Supplies (4000-4999)	\$ 37,245,388	\$ 33,921,494	\$ 32,427,732
Services, Other Operating Expenses (5000-5999)	\$ 80,728,739	\$ 72,283,729	\$ 66,225,236
Capital Outlay (6000-6999)	\$ 7,916,837	\$ 4,738,026	\$ 4,730,372
Other Outgo (7100-7299) (7400-7499)	\$ 5,397,366	\$ 5,397,366	\$ 5,397,366
Direct Support/Indirect Cost (7300-7399)	\$ (1,878,058)	\$ (1,878,058)	\$ (1,878,058)
Other Adjustments			
<b>TOTAL EXPENDITURES</b>	\$ 641,286,120	\$ 634,190,279	\$ 641,194,310
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 27,677,995	\$ 13,342,836	\$ 7,003,700
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,035	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 19,679,849	\$ 9,280,688	\$ 6,319,137
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 7,999,181	\$ 4,062,148	\$ 684,564
<b>BEGINNING BALANCE</b>	\$ 50,320,511	\$ 58,319,693	\$ 62,381,841
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 58,319,693	\$ 62,381,841	\$ 63,066,405
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
Nonspendable Reserves (9711-9719)	\$ 1,170,000	\$ 1,170,000	\$ 1,170,000
Restricted Reserves (9740)	\$ 10,125,602	\$ 8,918,936	\$ 6,926,746
Stabilization Arrangements (9750)	\$ 7,547,582	\$ 7,547,582	\$ 7,547,582
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 26,257,190	\$ 31,875,904	\$ 34,471,808
Reserve for Economic Uncertainties (9789)	\$ 13,219,319	\$ 12,869,419	\$ 12,950,269
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2015-16	2016-17	2017-18
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 660,965,969	\$ 643,470,967	\$ 647,513,446
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 13,219,319	\$ 12,869,419	\$ 12,950,269

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Stabilization Arrangements (9750)	\$ 7,547,582	\$ 7,547,582	\$ 7,547,582
b.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 13,219,319	\$ 12,869,419	\$ 12,950,269
c.	General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
d.	General Fund Negative Ending Balances in Restricted Resources	\$ -	\$ -	\$ -
e.	Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
f.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
g.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
h.	Total Available Reserves	\$ 20,766,901	\$ 20,417,001	\$ 20,497,851
i.	Total Available Reserves Percentage	3.14%	3.17%	3.17%

3. Do unrestricted reserves meet the state minimum reserve amount?

2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?



5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

**K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**


The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Santa Ana Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Santa Ana Educators' Association Bargaining Unit, during the term of the agreement from July 1, 2016 to June 30, 2019.

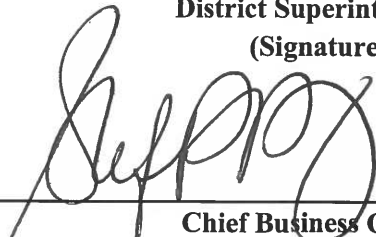
The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase (Decrease)</b>
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	
Ending Balance Increase (Decrease)	

N/A \_\_\_ (No budget revisions necessary)

  
\_\_\_\_\_  
District Superintendent  
(Signature)

5.31.2016  
\_\_\_\_\_  
Date

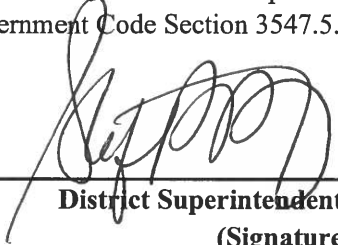
  
\_\_\_\_\_  
Chief Business Officer  
(Signature)

5-26-16  
\_\_\_\_\_  
Date

**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

5-26-16

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

Swandayani Singgih  
\_\_\_\_\_  
**Contact Person**

(714) 558-5895  
\_\_\_\_\_  
**Phone**

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Local Control Accountability Plan Public Forum

**ITEM:** Public Hearing

**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 a Local Control Accountability Plan public forum.

<b>ITEM SUMMARY:</b>
Districts are required to hold at least 2 public hearings to discuss and adopt their LCAPs.

**RATIONALE:**

The public forum will solicit recommendations and comments regarding the Local Control Accountability Plan. The LCAP is intended to ensure school districts provide a high quality instructional program for all students, and to ensure students leave our schools college and career ready. The LCAP is required to address eight priorities outlined by the state: basic services, implementation of Common Core State Standards, course access, student achievement, parental involvement, student engagement, school climate, and other student outcomes.

This agreement supports LCAP goal 1.1: “Provide equitable student access to a rigorous standards-based, instructional program that includes, but is not limited to high quality instruction, instructional materials, academic supports, and technology-based resources.”

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Local Control Accountability Plan public forum.



## **Notice of Public Hearing**

In accordance with Education Code 52062, a governing board of a school district shall hold a public hearing to solicit the recommendations and comments of members of the public regarding the local control and accountability plan or annual update to the local control and accountability plan. The Board of Education hereby gives notice that a Public Hearing will be held as follows:

### **Topic of Hearing**

Local Control Accountability Plan

**Hearing Date:** Tuesday, June 7, 2016

**Time:** 6:00 pm

**Location:** Santa Ana Unified School District  
Board Room  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

**Introduction:**

**LEA:** Santa Ana Unified School District **Contact (Name, Title, Email, Phone Number):** David Haglund, Ed.D, Deputy Superintendent, Educational Services, david.haglund@sausd.us, (714) 558-5523 **LCAP Year:** 2016-17

### ***Local Control and Accountability Plan and Annual Update Template***

*The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

DRAFT

## State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

### A. Conditions of Learning:

**Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

**Implementation of State Standards:** implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)

**Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

**Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

**Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

### B. Pupil Outcomes:

**Pupil achievement:** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

**Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

### C. Engagement:

**Parental involvement:** efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)



**Section 1: Stakeholder Engagement**

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA’s goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

**Guiding Questions:**

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA’s process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p>The Santa Ana Unified School District values stakeholder engagement to inform decisions related to the Local Control Accountability Plan. Engagement includes the dissemination of information, reflection on implementation and revision of implementation practice</p> <p>Parent and Community Engagement:</p> <p>During the months of November through January of the 2015-16 school year,</p>	<p>SAUSD staff, parents, students and community stakeholders have come to view the LCAP process as a legitimate means for contribution to our collective impact at the site and District levels.</p> <p>Overall, the top priority for parents as we look at the revision to the Local</p>

all schools hosted LCAP Stakeholder Engagement Meetings both in the morning and the evening to support parental and community input. Over 130 meetings were held and a total of 5,900 parents and community members participated in the conversations. Principals provided an update on school actions and school progress, to meet the SAUSD LCAP Goals on Teaching and Learning, Engagement and Climate/Culture. Principals and school staff asked for input from parents and staff to address areas of need for growth and improvement. Each principal selected the high priority items in each of the goals from the meetings, and added the information onto a Google Document to help to identify district-wide priorities as identified by the stakeholders.

#### Internal Stakeholder Engagement:

Internal stakeholder engagement was extremely important as it involved work around the development of a "Blueprint for Action", to ensure that we continue progress to improving college and career readiness for all students.

During the 2014-15 school year, we commissioned Ed Trust - West to complete a transcript audit of the class of 2014 to identify barriers that may be in place that may prohibit students from accessing rigorous course work. The audit included meeting at all high schools with parents, students, teachers, counselors and administrators, and also meetings at four of our intermediate schools to learn about systems at that level. In addition, the audit required surveys from all district level departments to identify best practice. At the conclusion of the audit, Ed Trust- West identified fourteen areas of concern.

During this current 2015-16 school year, five monthly meetings were scheduled and held with teachers, counselors, and administrators (approximately 140 people) to address the findings and to work collaboratively to develop actions to better align our programs to ensure equity and access for all students. Additionally, external stakeholders comprised of higher education partners, community members and OCDE partners, served on a Steering Committee to review our work each month and to provide input and guidance.

As we worked to address the findings of the audit, there was a clear alignment to the goals of the LCAP and the need to address gaps in support for English

Control Accountability Plan addressed the need to continue to provide programs to support literacy and mathematics, provide tutoring and support for students who may be having difficulty, ensure that schools are safe and that they have ample supervision to ensure safety. Parents and community members also requested that the District continue to support the arts and provide extra-curricular activities to engage more students. The LCAP goals have been integrated into each school's Single School-wide Plan for Student Achievement to ensure alignment of the site-based decision-making and budgeting processes. Parents, students, and staff at the sites have direct input via the School Site Council.

The findings of the transcript audit revealed areas of concern as we work to serve students of special populations such as English Learners and students with special needs, and also differences in services provided at schools across the district. The work of the committees identified areas of focus to remove the barriers that may have hindered access to rigorous coursework required for college readiness and acceptance. Specific actions to address the areas of concern have been included into the LCAP to address the findings. The "Blueprint for Action" will be presented to the Board of Education in July 2016 for approval.

Additional collaboration was evidenced during the school year as members of the School Climate Committee presented, along with a member of the SAUSD Board of Education, at the California School Board Association conference, to demonstrate our progress in the implementation of Positive Behavior Intervention Supports (PBIS) and restorative justice (RJ) practices to reduce student suspensions and expulsions.

SAEA and CSEA Members agreed fully with the progress made toward meeting the goals of the LCAP to date. Staff members also made recommendation to continue to support literacy by expanding library hours at all school sites. Additionally, teachers requested support for student literacy by providing additional instructional support by providing smaller class sizes at all grade levels. Finally, they also requested additional support through professional development opportunities to support implementation of the new state

Learners and Students with special needs.

#### Student Voice:

In SAUSD, we believe that students bring meaningful perspectives and insights into their own educational experience within our district and our schools. Our respect for our own students, combined with the intent of the LCAP to encourage districts to engage with and listen to their community stakeholders, has led to our commitment over multiple years to include student voice in our LCAP planning in meaningful ways.

This year, teams of upper management engaged in a series of LCAP interactions with both high school and intermediate school students. At the high school level, we held 7 LCAP interaction sessions with nearly 2000 students to listen to and document student thinking about their educational experiences and opportunities. At the intermediate school level, we met with nearly 1000 students at 9 intermediate schools to similarly capture and analyze student thinking.

Our high school sessions asked groups of 300 students, chosen in a manner to approach a random sample across the school, to respond to essential questions related to a range of school-related topics. Individual students recorded their personal responses, and then discussed them with student colleagues and school staff. We then collected this data, transcribed or photo-captured student responses, and shared back with site leadership teams. While we offered nearly a dozen discussion topics, students across schools overwhelmingly chose to discuss issues related to school discipline and the school to prison pipeline, expansion of opportunities to pursue personal interests, and experimentation with alternative and personalized school schedules. They also had a lot to say about the quality of school food.

We developed a different protocol for our intermediate school sessions that would be more appropriate for younger learners. Each school selected 90 - 100 students who were divided into three rotations. One rotation focused on capturing student narratives about powerful learning experiences, another rotation engaged students in a discussion about their perceptions of their

standards and integration of digital learning and technology integration.

Our high school sessions asked groups of 300 students, chosen in a manner to approach a random sample across the school, to respond to essential questions related to a range of school-related topics. Individual students recorded their personal responses, and then discussed them with student colleagues and school staff. We then collected this data, transcribed or photo-captured student responses, and shared back with site leadership teams. While we offered nearly a dozen discussion topics, students across schools overwhelmingly chose to discuss issues related to school discipline and the school to prison pipeline, expansion of opportunities to pursue personal interests, and experimentation with alternative and personalized school schedules. They also had a lot to say about the quality of school food.

We again collected student responses - scanning student written responses in both the high school and school learning environment discussions, and collecting the student video narratives. While our intermediate students were more reserved in their critiques of their experiences, they did offer lots of helpful feedback in terms of their perceptions of academic rigor and challenge, their desire for more universally available support and guidance, and at some schools, a call for improved safety and supervision. As is the case with the high school sessions, we return the input data to school leadership teams for their discussion and review.

It's important to note that these LCAP sessions not only generate a tremendous amount of student perception data and suggestions for improvement, but provide a venue for students to practice and engage the education system in ways that recognize their role as important stakeholders.

current school learning environment, and the final rotation brought in high school students to facilitate a dialogue around the high school experience and how it could be improved.

**Future Process:**

Target monitoring and annual review will be ongoing . It is the intention of the district to report to stakeholders the outcomes of the metrics in the fall 2016 , after Smarter Balanced Assessment Consortium (SBAC) and other data are reported. In November 2016, the process of engaging stakeholders through site and district level LCAP meeting will begin again to allow staff, parents and members of the community to continue the LCAP engagement and review process.

Revision of metrics and goals will be determined by outcomes of progress monitoring and input received from members of the Board of Education, internal and external stakeholders.

**Annual Update:**

Information from all of the Stakeholder meetings has been documented in a document provided to all site and district leaders to input the top three recommendations in each goal area from each meeting. This information has been reviewed and will provide direction for the revision or development of new action steps to better serve our students.

**Annual Update:**

Input received from the parent meetings were transcribed and additional services have been added to the LCAP. Parents, Students, Teachers, other staff members and community members made the following recommendations:

- Continued access to tutoring and intervention;
- Improved communication with parents to inform them of student achievement and needs
- Continued access to athletics and field trip opportunities for enrichment
- Continued support to schools to increase library hours for student and families
- Ensure that all school have ample supervision to support a safe learning

Approval Process

April 12, 2016, LCAP Draft provided to the Board of Education Board at a working meeting to gain input from SAUSD Board members.

April 25, 2016, LCAP Draft presented and provided to DAC/DELAC to gain additional input from parent leaders.

May 24, 2016, the LCAP overview will be presented to the Board of Education in general session.

May 26, 2016 the LCAP will be posted on the district website for public input.

May 26, 2016, the LCAP translated draft will be provided to DAC/DELAC members for review and opportunity to provide final input.

June 7, 2016 the LCAP will be presented during the Public Hearing at the Board Education meeting.

June 28, 2016, the LCAP and Budget will be submitted to the Board of Education for final approval.

On June 29, 2016, the Board approved LCAP will be submitted to the Orange County Department of Education.

The final data metrics will be reviewed in September 2016 with all stakeholders to adjust and to begin the revision of the next LCAP for 2017-18.

environment

Reduce class size to better support student learning

Reduce student to counselor ratio at the secondary level

Continue to provide personalized learning opportunities

Continue to support instructional practice with professional learning opportunities

Community Stakeholders had opportunity to review and provide additional commentary regarding the LCAP. Progress updates were presented at the board meetings and DAC/DELAC to inform the community about progress toward our goals, activities and metrics.

Input from stakeholder meetings will be utilized to make adjustments to the 2016-17 school year LCAP.

## Section 2: Goals, Actions, Expenditures, and Progress Indicators

### Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

**Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.**

**Goal:** Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

**Related State and/or Local Priorities:** Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

**Identified Need:** Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

**Schools:** Identify the schoolsites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

**Applicable Pupil Subgroups:** Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

**Expected Annual Measurable Outcomes:** For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

**Action/Services:** For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

**Scope of Service:** Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

**Pupils to be served within identified scope of service:** For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

**Budgeted Expenditures:** For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

**Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to parent and pupil “Engagement” (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA’s goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA’s goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?



GOAL 1:	All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.	Related State and/or Local Priorities: 1 _ 2 <input checked="" type="checkbox"/> 3 _ 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 _ 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
---------	--	--

Identified Need :	Our students need the knowledge, skills, and values to become productive citizens in the 21st century.
-------------------	--

Goal Applies to:	Schools: District Wide
	Applicable Pupil Subgroups: All Students

**LCAP Year 1: 2016-17**

Expected Annual Measurable Outcomes:	1a: Early Literacy   34.0% of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2016) 1b: EL Redesignation   65% of EL students will be reclassified with five (5) years of entering an EL program (2015-16) 1c: Algebra Proficiency   35.2% of 10th graders will score at or above a MAP RIT score of 235 (Fall 16-17) 1d: A-G Course Completion   44% of graduates will meet UC/CSU A-G course requirements (2015-16) 1e: College Readiness   41% of 11th grade students will be college ready or conditional status in ELA (SBAC 15-16)   22% of 11th grade students will be at college ready or conditional status in Math (SBAC 15-16) 1f: Post-Secondary Persistency   84% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2014) 1g: EL Proficiency   60% of EL students will make progress towards English proficiency as measured by the state assessment (2015-16) 1i: Algebra Readiness   39.1% of 9th graders will score at or above a MAP RIT score of 230 (Fall 16-17) 1j: Enrollment in Post-Secondary Education   71% of students will be enrolled in college at any time during the first year after high school (Class of 2015) 1k: Attendance   Increase the districtwide attendance rate to 96.7% (2015-2016) 1L: Chronic absenteeism   Reduce the chronic absenteeism rate to: 3% (elementary), 3% (intermediate), 7.5% (high school) (2015-16) 1m: Middle School Dropout   Maintain the number of adjusted grade 8 dropouts at 0 (2015-16) 1n: High School Dropout   Reduce the high school cohort dropout rate to 5.5% (2015-16) 1o: High School Graduation   Increase the high school cohort graduation rate to 91.0% (2015-16) 1p: AP Passage   Increase the percentage of total AP students passing at least one AP exam (3+ score) to 49% in 2016 1q: AP Course access   25.1% of HS students will be enrolled in at least one AP course (2015-16)
--------------------------------------	--

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
1.1: Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based resources. Full implementation of the new CA State Standards and assessments. Expand	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	\$5,865,129 LCFF sources Lottery: Instructional Materials

<p>efforts to support student attainment of the State Seal of Biliteracy.</p>		<p>English proficient                  _ Other Subgroups:                  (Specify)</p>	
<p>1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:                  _ Low Income pupils                  _ English Learners                  _ Foster Youth                  _ Redesignated fluent                  English proficient                  _ Other Subgroups:                  (Specify)</p>	<p>\$2,066,243                  LCFF sources                  Title I, Part A</p>
<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion, and dual enrollment.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:                  _ Low Income pupils                  _ English Learners                  _ Foster Youth                  _ Redesignated fluent                  English proficient                  _ Other Subgroups:                  (Specify)</p>	<p>\$222,249                  LCFF sources</p>
<p>1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.                   Action Completed : Spring 2016</p>	<p>High Schools</p>	<p><input type="checkbox"/> All                  OR:                  _ Low Income pupils                  _ English Learners                  _ Foster Youth                  _ Redesignated fluent                  English proficient                  _ Other Subgroups:                  (Specify)</p>	
<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and Advancement Via Individual Determination (AVID) program at all school levels.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent                  English proficient                  _ Other Subgroups:                  (Specify)</p>	<p>\$1,372,342                  LCFF sources                  Title I, Part A</p>

<p>1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program at Saddleback HS and Mc Fadden Intermediate School.</p>	<p>High Schools</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$950,492  LCFF sources</p>
<p>1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$3,141,506  LCFF sources  Title I, Part A  Title II, Part A  California Career Pathways Trust  Local sources</p>
<p>1.8: Increase availability of Career Technical Education (CTE) &amp; Regional Occupational Program (ROP) courses and academies.</p>	<p>High Schools</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$5,143,071  LCFF sources  Carl Perkins  Title I, Part A  Irvine Mathematics Project - UCI  Gear Up IV (RSCC Fiscal Agent)  California Career Pathways Trust  Partnership Academies  Supplementary Prgs-Specialized Secondary</p>
<p>1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$823,516  LCFF Sources  Title I, Part A  Title II, Part A</p>
<p>1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school programs, tutoring, academic</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:</p>	<p>\$38,017,189  LCFF sources</p>

<p>summer school programs, and transportation services.</p>		<p><input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Title I, Part A                  21st Century ASSETS                  Before and After School Learning &amp; Safe Neighborhood                  Kinder Readiness Program II                  Child Development                  Head Start                  Migrant Education</p>
<p>1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$100,939                  LCFF sources                  Title I, School Improvement Grant QEIA</p>
<p>1.12: Provide EL student services including, but not limited to, newcomers programs, and summer English Language Development (ELD) extended learning academy. Provide Long-term English Learner (LTEL) teacher training.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$6,014,715                  LCFF sources                  Title I, Part A                  Title III, LEP</p>
<p>1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$50,000                  LCFF sources</p>
<p>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).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners</p>	<p>\$7,759,824                  Special Education                  Department of Rehab: Workability II, Transition Partnership</p>

Foster Youth  
 Redesignated fluent English proficient  
 Other Subgroups:  
 (Specify)

**LCAP Year 2: 2017-18**

Expected Annual Measurable Outcomes:

- 1a: Early Literacy | 37.0% of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2017)
- 1b: EL Redesignation | 70% of EL students will be reclassified with five (5) years of entering an EL program (2016-17)
- 1c: Algebra Proficiency | 38.7% of 10th graders will score at or above a MAP RIT score of 235 (Fall 17-18)
- 1d: A-G Course Completion | 46% of graduates will meet UC/CSU A-G course requirements (2016-17)
- 1e: College Readiness | 44% of 11th grade students will be college ready or conditional status in ELA (SBAC 16-17) | 25% of 11th grade students will be at college ready or conditional status in Math (SBAC 16-17)
- 1f: Post-Secondary Persistency | 87% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2015)
- 1g: EL Proficiency | 65% of EL students will make progress towards English proficiency as measured by the state assessment (2016-17)
- 1i: Algebra Readiness | 43.0% of 9th graders will score at or above a MAP RIT score of 230 (Fall 17-18)
- 1j: Enrollment in Post-Secondary Education | 73% of students will be enrolled in college at any time during the first year after high school (Class of 2016)
- 1k: Attendance | Increase the districtwide attendance rate to 96.8% (2016-2017)
- 1L: Chronic absenteeism | Reduce the chronic absenteeism rate to: 2.5% (elementary), 2.5% (intermediate), 7.0% (high school) (2016-17)
- 1m: Middle School Dropout | Maintain the number of adjusted grade 8 dropouts at 0 (2016-17)
- 1n: High School Dropout | Reduce the high school cohort dropout rate to 5.0% (2016-17)
- 1o: High School Graduation | Increase the high school cohort graduation rate to 92.5% (2016-17)
- 1p: AP Passage | Increase the percentage of total AP students passing at least one AP exam (3+ score) to 54% in 2017
- 1q: AP Course access | 26.3% of HS students will be enrolled in at least one AP course (2016-17)

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
1.1: Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based resources. Full implementation of the new CA State Standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,647,218.57 LCFF sources Lottery: Instructional Materials
1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage	District-wide	<input checked="" type="checkbox"/> All OR:	\$1,989,474.40 LCFF sources

<p>professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.</p>		<p><input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Title I, Part A</p>
<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion and Dual enrollment.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$213,991.67                  LCFF sources</p>
<p>1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.</p> <p>Action Completed: Spring 2016</p>	<p>High Schools</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p></p>
<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and Advancement Via Individual Determination (AVID) program at all school levels.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$1,321,354.26                  LCFF sources                  Title I, Part A</p>
<p>1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program at Saddleback HS and McFadden Intermediate School.</p>	<p>High Schools</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth</p>	<p>\$915,177.93                  LCFF sources</p>

		<input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3,024,788.27 LCFF sources Title I, Part A Title II, Part A California Career Pathways Trust Local sources
1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies. Ensure all CTE courses are A-G approved to support college readiness.	High Schools	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,951,988.03 LCFF sources Carl Perkins Title I, Part A Irvine Mathematics Project - UCI Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary
1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$792,919.48 LCFF sources Title I, Part A Title II, Part A
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.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:	\$36,604,718.17 LCFF sources Title I, Part A Title I, Core Set Aside 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II

		(Specify)	Child Development Head Start Migrant Education
1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$97,188.90 LCFF sources Title I, School Improvement Grant QEIA
1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long-term English Learner (LTEL) teacher training.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,791,247.13 LCFF sources Title I, Part A Title I, Core Set Aside Title III, LEP
1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$48,142.33 LCFF sources
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 2013-2014 baseline numbers.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$7,471,519.02 LCFF Sources Special Education Department of Rehab: Workability II, Transition Partnership



**LCAP Year 3: 2018-19**

<p>Expected Annual Measurable Outcomes:</p>	<p>1a: Early Literacy   40.0% of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2018)</p> <p>1b: EL Redesignation   75% of EL students will be reclassified with five (5) years of entering an EL program (2017-18)</p> <p>1c: Algebra Proficiency   42.6% of 10th graders will score at or above a RIT score of 235 (Fall 18-19)</p> <p>1d: A-G Course Completion   48% of graduates will meet UC/CSU A-G course requirements (2017-18)</p> <p>1e: College Readiness   47% of 11th grade students will be college ready or conditional status in ELA (SBAC 17-18)   28% of 11th grade students will be at college ready or conditional status in Math (SBAC 17-18)</p> <p>1f: Post-Secondary Persistence   90% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2016)</p> <p>1g: EL Proficiency   70% of EL students will make progress towards English proficiency as measured by the state assessment (2017-18)</p> <p>1i: Algebra Readiness   45.2% of 9th graders will score at or above a RIT score of 230 (Fall 18-19)</p> <p>1j: Enrollment in Post-Secondary Education   75% of students will be enrolled in college at any time during the first year after high school (Class of 2017)</p> <p>1k: Attendance   Increase the districtwide attendance rate to 96.9% (2017-18)</p> <p>1L: Chronic absenteeism   Reduce the chronic absenteeism rate to: 2.3% (elementary), 2.3% (intermediate), 6.5% (high school) (2017-18)</p> <p>1m: Middle School Dropout   Maintain the number of adjusted grade 8 dropouts at 0 (2017-18)</p> <p>1n: High School Dropout   Reduce the high school cohort dropout rate to 4.5% (2017-18)</p> <p>1o: High School Graduation   Increase the high school cohort graduation rate to 94.0% (2017-18)</p> <p>1p: AP Passage   Increase the percentage of total AP students passing at least one AP exam (3+ score) to 59% in 2018</p> <p>1q: AP Course access   27.5% of HS students will be enrolled in at least one AP course during the academic year (2017-18)</p>
---	--

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>1.1: Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based resources. Full implementation of the new CA State Standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$5,722,734.08</p> <p>LCFF sources</p> <p>Lottery: Instructional Materials</p>
<p>1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$2,016,077.97</p> <p>LCFF sources</p> <p>Title I, Part A</p>

<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion.</p>	<p>Districtwide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$216,853.21  LCFF sources</p>
<p>1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.</p> <p>Action Completed: Spring 2016</p>	<p>High Schools</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	
<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the Advancement Via Individual Determination (AVID) program.</p>	<p>District wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$1,339,023.63  LCFF sources  Title I, Part A</p>
<p>1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program.</p>	<p>High Schools</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$927,415.83  LCFF sources</p>
<p>1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils</p>	<p>\$3,065,236.22  LCFF sources</p>

<p>Mathematics (STEM/STEAM) programs at all schools.</p>		<p><input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Title I, Part A                  Title II, Part A                  California Career Pathways Trust                  Local sources</p>
<p>1.8: Increase availability of Career Technical Education (CTE) &amp; Regional Occupational Program (ROP) courses and academies. Ensure all CTE courses are A-G approved to support college readiness.</p>	<p>High Schools</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$5,018,206.81                  LCFF sources                  Carl Perkins                  Title I, Part A                  Irvine Mathematics Project - UCI                  Gear Up IV (RSCC Fiscal Agent)                  California Career Pathways Trust                  Partnership Academies                  Supplementary Prgs-Specialized Secondary</p>
<p>1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.</p>	<p>District - wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$803,522.53                  LCFF sources                  Title I, Part A                  Title II, Part A</p>
<p>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.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups:                  (Specify)  <u>Students w/Disabilities</u></p>	<p>\$37,094,202.34                  LCFF sources                  Title I, Part A                  Title I, Core Set Aside                  21st Century ASSETS                  Before and After School Learning &amp; Safe Neighborhood                  Kinder Readiness Program II                  Child Development                  Head Start                  Migrant Education</p>
<p>1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners</p>	<p>\$98,488.52                  LCFF sources                  Title I, School Improvement Grant QEIA</p>

		<input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students w/ Disabilities</u>	
1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long-term English Learner (LTEL) teacher training.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$5,868,688.61 LCFF sources Title I, Part A Title I, Core Set Aside Title III, LEP
1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide	_ All OR: _ Low Income pupils _ English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$48,786.09 LCFF sources
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 2013-2014 baseline numbers.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students w/ Disabilities</u>	\$7,571,429.37 LCFF Sources Special Education Department of Rehab: Workability II, Transition Partnership

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

GOAL 2:	Students will have equitable access to high quality curricular and instructional program that is accessible from school and home.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
---------	---	--

Identified Need : Our students need equitable access to high quality curricular and instructional program that is accessible from school and home.

Goal Applies to:	Schools: District Wide	
	Applicable Pupil Subgroups:	All students

**LCAP Year 1: 2016-17**

Expected Annual Measurable Outcomes:	2a: Student access to technology   88% of students surveyed will indicate that they have access to Internet and wireless at home   90% of students surveyed will indicate that they have access to computers at home   65% of students will use computers daily at school as reported by surveyed teachers   The ratio of students to technology that is 4 years or newer will be 1.08 to 1   The ratio of students to "access for all" 1:1 access to mobile device will be 1.7 to 1 (New) (2016-17) 2b: Extracurricular participation rates   36% of High School students will participate in more than one extracurricular activity; 37% of Intermediate School students will participate in more than one extracurricular activity (Spring 2016) 2c: Highly qualified teachers   100% of courses will be taught by highly qualified teachers (2016-17) 2d: Professional development   60.2% of instructional staff and leaders will participate in more than 15 hours of self-selected professional development during the academic year (2016-17) 2e: Standards-aligned Materials   Maintain 100% of pupils have standards-aligned instructional materials (2016-17)
--------------------------------------	--

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State Standards and assessments.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$247,580,834 LCFF sources Title I, School Improvement Grant QEIA
2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	\$96,484,289 LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership Medi-Cal Billing Option

		<input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students w/ Disabilities</u>	
2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$10,518,754 LCFF sources
2.4: N/A	Moved to 2.7	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$755,629 LCFF sources
2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, and other elective classes.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$27,693,704 LCFF sources Title I, Part A Title I, Migrant Ed Title I, School Improvement Grant QEIA

<p>2.7: Increase access to technology that is available to students at school and at home.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$8,110,828  LCFF sources  Title I, Part A  Local sources</p>
<p>2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$5,149,689  LCFF sources  Title I, Part A  Title I, School Improvement Grant QEIA  Title II, Part A  Title III, LEP  Local sources</p>
<p>2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$3,805,146  LCFF sources</p>
<p>2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$28,023  Title I, Part A</p>
<p>2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils</p>	<p>\$205,732  LCFF sources</p>

<p>profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.</p>		<p><input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish &amp; Vietnamese).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$10,000  Title I, Part A</p>
<p>2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$81,258  LCFF sources</p>

**LCAP Year 2: 2017-18**

<p>Expected Annual Measurable Outcomes:</p>	<p>2a: Student access to technology   90% of students surveyed will indicate that they have access to Internet and wireless at home   92% of students surveyed will indicate that they have access to computers at home   75% of students will use computers daily at school as reported by surveyed teachers   The ratio of students to technology that is 4 years or newer will be 1.06 to 1   The ratio of students to "access for all" 1:1 access to mobile device will be 1.5 to 1 (New) (2017-18)  2b: Extracurricular participation rates   40% of High School students will participate in more than one extracurricular activity; 41% of Intermediate School students will participate in more than one extracurricular activity (Spring 2017)  2c: Highly qualified teachers   100% of courses will be taught by highly qualified teachers (2017-18)  2d: Professional development   70.2% of instructional staff and leaders will participate in more than 15 hours of self-selected professional development during the academic year (2017-18)  2e: Standards-aligned Materials   Maintain 100% of pupils have standards-aligned instructional materials (2017-18)</p>
---	---

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>2.1: Ensure access to the core instructional program by</p>	<p>District-</p>	<p><input checked="" type="checkbox"/> All</p>	<p>\$238,382,342.67</p>



<p>providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State Standards and assessments.</p>	<p>wide</p>	<p>OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>LCFF sources                  Title I, School Improvement Grant QEIA                  Education Protection Account</p>
<p>2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups:                  (Specify)                  Students w/ Disabilities</p>	<p>\$92,899,561.15                  LCFF sources                  Special Education                  Department of Rehab: Workability II, Transition Partnership                  Medi-Cal Billing Option</p>
<p>2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$10,127,946.04                  LCFF sources</p>
<p>2.4: N/A - Moved to 2.7</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils</p>	<p>\$727,555.09                  LCFF sources</p>

		<input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, and other elective classes.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$26,664,786.39 LCFF sources Title I, Part A Title I, Migrant Ed/Summer Program Title I, School Improvement Grant QEIA
2.7: Increase access to technology that is available to students at school and at home.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$7,809,482.88 LCFF sources Title I, Part A Local sources
2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,958,360.30 LCFF sources Title I, Part A Title II, Part A Title II, Part B Local sources
2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent	\$3,663,771.08 LCFF sources

		English proficient _ Other Subgroups: (Specify)	
2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$26,982.04 Title I, Part A
2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$198,088.84 LCFF sources
2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish & Vietnamese).	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$9,628.47 Title I, Part A
2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$78,238.54 LCFF sources

**LCAP Year 3: 2018-19**

Expected Annual Measurable Outcomes:	<p>2a: Student access to technology   92% of students surveyed will indicate that they have access to Internet and wireless at home   95% of students surveyed will indicate that they have access to computers at home   80% of students will use computers daily at school as reported by surveyed teachers   The ratio of students to technology that is 4 years or newer will be 1.04 to 1   The ratio of students to "access for all" 1:1 access to mobile device will be 1.3 to 1 (New) (2018-19)</p> <p>2b: Extracurricular participation rates   44% of High School students will participate in more than one extracurricular activity; 45% of Intermediate School students will participate in more than one extracurricular activity (Spring 2018)</p> <p>2c: Highly qualified teachers   100% of courses will be taught by highly qualified teachers (2018-19)</p> <p>2d: Professional development   80.2% of instructional staff and leaders will participate in more than 15 hours of self-selected professional development during the academic year (2018-19)</p> <p>2e: Standards-aligned Materials   Maintain 100% of pupils have standards-aligned instructional materials (2018-19)</p>
--------------------------------------	---

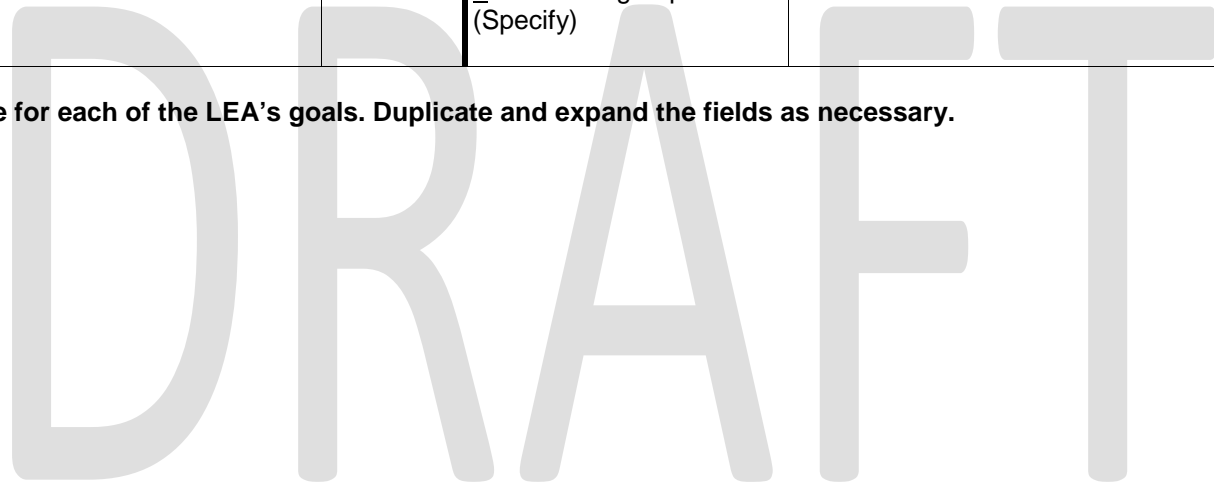
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State Standards and assessments.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$241,570,029.68 LCFF sources Title I, School Improvement Grant QEIA Education Protection Account
2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Students w/ Disabilities	\$94,141,829.02 LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership Medi-Cal Billing Option
2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$10,263,378.56 LCFF sources

<p>2.4: N/A - Moved to 2.7</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$737,284.08                  LCFF sources</p>
<p>2.6 Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, and other elective classes.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups:                  (Specify)                  Students w/ disabilities</p>	<p>\$27,021,352.20                  LCFF sources                  Title I, Part A                  Title I, Migrant Ed/Summer Program                  Title I, School Improvement Grant QEIA</p>
<p>2.7: Increase access to technology that is available to students at school and at home.</p>		<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$7,913,912.54                  LCFF sources                  Title I, Part A                  Local sources</p>
<p>2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration,</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils</p>	<p>\$5,024,664.29                  LCFF sources</p>

<p>engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.</p>		<p><input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups: (Specify)  <u>Students w/ Disabilities</u></p>	<p>Title I, Part A                  Title II, Part A                  Title II, Part B                  Local sources</p>
<p>2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.</p>	<p>District-wide</p>	<p><u>All</u>                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups: (Specify)  <u>Students w/ Disabilities</u></p>	<p>\$3,712,763.62                  LCFF sources</p>
<p>2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.</p>	<p>District-wide</p>	<p><u>All</u>                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups: (Specify)  <u>Students w/ Disabilities</u></p>	<p>\$27,342.85                  Title I, Part A</p>
<p>2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.</p>	<p>District-wide</p>	<p><u>All</u>                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient                  _ Other Subgroups: (Specify)</p>	<p>\$200,737.72                  LCFF sources</p>
<p>2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish &amp; Vietnamese).</p>	<p>District-wide</p>	<p><u>All</u>                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners                  _ Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent</p>	<p>\$9,757.22                  Title I, Part A</p>

		English proficient _ Other Subgroups: (Specify)	
2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District - wide	_ All OR: _ Low Income pupils _ English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$79,284.76 LCFF sources

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.



GOAL 3:	Students and staff will work in a healthy, safe, and secure environment that supports learning	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
---------	--	--

Identified Need : Our students and staff need healthy, safe and secure environments in which to learn.

Goal Applies to: Schools: District Wide  
 Applicable Pupil Subgroups: All Students

**LCAP Year 1: 2016-17**

Expected Annual Measurable Outcomes:

3a: California Healthy Kids Survey (CHKS) | Increase of surveyed students who feel safe or very safe at school: Gr 5 77%, Gr 7 65%, Gr 9 66%, Gr 11 69%, Gr NT 71% (2015-16)

3b: California School Parent Survey (CSPS) | Increase to 90% or above of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child (2015-16)

3c: California School Climate Survey (CSCS) | Maintain 90% or above of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students (2015-16)

3d: Reduce the total number of instructional days lost due to suspensions to 6,000 (2015-16)

3e: Expulsion Rates | Maintain expulsion rate at 0.1% or below (2015-16)

3f: Parent Survey Data | At least 11,000 parents will participate in the annual survey (2015-16)

3g: Facilities Inspection Tool | All schools meet the exemplary or good standard on the FIT survey (2015-16)

3h: Suspension Rates | Reduce the suspension rate to 3.5% (2015-16)

3i: Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2015-16)

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
3.1: Provide adult supervision/staff during transition periods.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,134,015 LCFF sources
3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g.	District-wide	<input checked="" type="checkbox"/> All OR:	\$105,594 LCFF sources



<p>Open House, Back to School Nights, and safe and sensitive schools workshops).</p>		<ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<p>Title I, Part A</p>
<p>3.3: Establish processes that support maintaining current facilities (school safety and maintenance).</p>	<p>District-wide</p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> All</li> <li>OR:</li> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<p>\$41,013,718                  LCFF sources                  Ongoing &amp; Major Maintenance Account                  Deferred Maintenance                  Civic Center Rental Fees                  Godinez Rental Fees</p>
<p>3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach efforts to staff, parents, and students.</p>	<p>District-wide</p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> All</li> <li>OR:</li> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<p>\$62,347,403                  LCFF sources                  Title I, Part A                  MediCal Administrative Activities (MAA)                  Self-Insurance Fund                  Local sources</p>
<p>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, Implementation of restorative justice strategies, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committee to include parents and students.</p>	<p>District-wide</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> All</li> <li>OR:</li> <li><input checked="" type="checkbox"/> Low Income pupils</li> <li><input checked="" type="checkbox"/> English Learners</li> <li><input checked="" type="checkbox"/> Foster Youth</li> <li><input checked="" type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<p>\$52,748,685                  LCFF sources                  MediCal Administrative Activities (MAA)                  Medi-Cal Billing Option                  Special Education                  Title I, Part A                  Child Nutrition                  Child Nutrition: Healthy Active Families                  Before and After School Learning &amp; Safe Neighborhood</p>
<p>3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.).</p>	<p>District-wide</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> All</li> <li>OR:</li> <li><input checked="" type="checkbox"/> Low Income pupils</li> <li><input checked="" type="checkbox"/> English Learners</li> </ul>	<p>\$725,238                  LCFF sources</p>

		<input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality Education (PIQE) and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), 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.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$2,107,649 LCFF sources Title I, Part A
3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$54,436 LCFF sources Title I, Part A
3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$183,600 Title III, LEP
3.10: Support the enhancement of school climate through smooth operations and processes.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	\$51,842,480 LCFF sources Deferred Maintenance Building Fund Capital Facilities Fund

		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	County School Facilities Fund Special Reserve Fund QZAB Solar Energy Savings Emergency Repair Prgm-Williams Case Bond Interest & Redemption Fund (BINR): Other Restricted Debt Service Fund: QZAB Solar Energy Debt Service Fund: Certificates of Participation (COP) California Clean Energy Jobs Act (Prop 39)
3.11 Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning program. Ensure discipline policies and student handbooks are available, in home languages, via the school and district websites.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$14,350 LCFF Sources

**LCAP Year 2: 2017-18**

Expected Annual Measurable Outcomes:	3a: California Healthy Kids Survey (CHKS)   Increase of surveyed students who feel safe or very safe at school: Gr 5 78%, Gr 7 66%, Gr 9 67%, Gr 11 70%, Gr NT 72% (2016-17) 3b: California School Parent Survey (CSPS)   Maintain 90% or above of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child (2016-17) 3c: California School Climate Survey (CSCS)   Maintain 90% or above of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students (2016-17) 3d: Reduce the total number of instructional days lost due to suspensions to 5,800 (2016-17) 3e: Expulsion Rates   Maintain expulsion rate at 0.1% or below (2016-17) 3f: Parent Survey Data   At least 13,000 parents will participate in the annual survey (2016-17) 3g: Facilities Inspection Tool   All schools meet the exemplary or good standard on the FIT survey (2016-17) 3h: Suspension Rates   Reduce the suspension rate to 3.4% (2016-17) 3i: Parent Engagement   Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2016-17)
--------------------------------------	---

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
3.1: Provide adult supervision/staff during transition periods.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	\$3,980,422.29 LCFF sources

		English proficient _ Other Subgroups: (Specify)	
3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g. Open House, Back to School Nights, and safe and sensitive schools workshops).	District-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$101,670.91 LCFF sources Title I, Part A
3.3: Establish processes that support maintaining current facilities (school safety and maintenance).	District-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$39,489,915.46 LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees
3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach efforts to staff, parents, and students.	District-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$60,030,979.45 LCFF sources Title I, Part A MediCal Administrative Activities (MAA) Self-Insurance Fund Local sources
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, Implementation of restorative justice strategies, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committee to include parents and students.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups:	\$50,788,887.70 LCFF sources MediCal Administrative Activities (MAA) Medi-Cal Billing Option Special Education Title I, Part A Title I, Core Set Aside Child Nutrition

		(Specify)	Child Nutrition: Healthy Active Families Before and After School Learning & Safe Neighborhood
3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.).	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$698,292.88 LCFF sources
3.7: Establish parenting programs that support student success and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), 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.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$2,029,342.44 LCFF sources Title I, Part A
3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$52,413.38 LCFF sources Title I, Part A
3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$176,778.62 Title III, LEP

<p>3.10: Support the enhancement of school climate through smooth operations and processes.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$49,916,350.97                  LCFF sources                  Deferred Maintenance                  Building Fund                  Capital Facilities Fund                  County School Facilities Fund                  Special Reserve Fund                  QZAB Solar Energy Savings                  Emergency Repair Prgm-Williams Case                  Bond Interest &amp; Redemption Fund (BINR): Other Restricted                  Debt Service Fund: QZAB Solar Energy                  Debt Service Fund: Certificates of Participation (COP)                  California Clean Energy Jobs Act (Prop 39)</p>
<p>3.11 Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning program. Ensure discipline policies and student handbooks are available, in home languages, via the school and district websites.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$13,816.85                  LCFF sources</p>

**LCAP Year 3: 2018-19**

<p>Expected Annual Measurable Outcomes:</p>	<p>3a: California Healthy Kids Survey (CHKS)   Increase of surveyed students who feel safe or very safe at school: Gr 5 79%, Gr 7 67%, Gr 9 68%, Gr 11 71%, Gr NT 73% (2017-18)                  3b: California School Parent Survey (CSPS)   Maintain 90% or above of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child (2017-18)                  3c: California School Climate Survey (CSCS)   Maintain 90% or above of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students (2017-18)                  3d: Reduce the total number of instructional days lost due to suspensions to 5,500 (2017-18)                  3e: Expulsion Rates   Maintain expulsion rate at 0.1% or below (2017-18)                  3f: Parent Survey Data   At least 15,000 parents will participate in the annual survey (2017-18)                  3g: Facilities Inspection Tool   All schools meet the exemplary or good standard on the FIT survey (2017-18)                  3h: Suspension Rates   Reduce the suspension rate to 3.3% (2017-18)                  3i: Parent Engagement   Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2017-18)</p>
---	--

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>3.1: Provide adult supervision/staff during transition</p>	<p>District -</p>	<p><input checked="" type="checkbox"/> All</p>	<p>\$4,033,649.14</p>

<p>periods.</p>	<p>wide</p>	<p>OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>LCFF sources</p>
<p>3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g. Open House, Back to School Nights, and safe and sensitive schools workshops).</p>	<p>District - wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$103,030.47                  LCFF sources                  Title I, Part A</p>
<p>3.3: Establish processes that support maintaining current facilities (school safety and maintenance).</p>	<p>District - wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$40,017,980.96                  LCFF sources                  Ongoing &amp; Major Maintenance Account                  Deferred Maintenance                  Civic Center Rental Fees                  Godinez Rental Fees</p>
<p>3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach efforts to staff, parents, and students.</p>	<p>District - wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$60,833,723.36                  LCFF sources                  Title I, Part A                  MediCal Administrative Activities (MAA)                  Self-Insurance Fund                  Local sources</p>
<p>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, Implementation of restorative justice strategies,</p>	<p>District - wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners</p>	<p>\$51,468,044.86                  LCFF sources                  MediCal Administrative Activities (MAA)</p>

<p>expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committee to include parents and students.</p>		<p><input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Medi-Cal Billing Option                  Special Education                  Title I, Part A                  Title I, Core Set Aside                  Child Nutrition                  Child Nutrition: Healthy Active Families                  Before and After School Learning &amp; Safe Neighborhood</p>
<p>3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.).</p>	<p>District - wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$707,630.56                  LCFF sources</p>
<p>3.7: Establish parenting programs that support student success and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), 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.</p>	<p>District - wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$2,056,479.13                  LCFF sources                  Title I, Part A</p>
<p>3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.</p>	<p>District - wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$53,114.26                  LCFF sources                  Title I, Part A</p>
<p>3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.</p>	<p>District - wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners</p>	<p>\$179,142.53                  Title III, LEP</p>



		<input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
3.10: Support the enhancement of school climate through smooth operations and processes.	District - wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$50,583,840.44 LCFF sources Deferred Maintenance Building Fund Capital Facilities Fund County School Facilities Fund Special Reserve Fund QZAB Solar Energy Savings Emergency Repair Prgm-Williams Case Bond Interest & Redemption Fund (BINR): Other Restricted Debt Service Fund: QZAB Solar Energy Debt Service Fund: Certificates of Participation (COP) California Clean Energy Jobs Act (Prop 39)
3.11 Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning program. Ensure discipline policies and student handbooks are available, in home languages, via the school and district websites.	District - wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$14,001.61 LCFF sources

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

## Annual Update

**Annual Update Instructions:** For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

### Guiding Questions:

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 1 from prior year LCAP:	All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.	Related State and/or Local Priorities: 1 _ 2 <input checked="" type="checkbox"/> 3 _ 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 _ 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify		
Goal Applies to:	Schools:	District Wide		
	Applicable Pupil Subgroups:	All Students		
Expected Annual Measurable Outcomes:	<p>1a: Early Literacy   Re-establish new baseline based on Spring 2015 DIBELS assessment data.</p> <p>1b: EL Redesignation   65% of reclassified students will be reclassified within five (5) years of entering an EL program</p> <p>1c: Algebra Proficiency   35.2% of 10th graders will score at or above a RIT score of 235 (Fall 15-16).</p> <p>1d: A-G Course Completion   45% of 2015 graduates will have met UC A-G requirements</p> <p>1e: College Readiness   Establish a new baseline due to new state assessment (SBAC)</p> <p>1f: Post-Secondary Persistency   81% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2013)</p> <p>1g (New): EL Proficiency   60% of EL students will make progress towards English proficiency as measured by the state assessment.</p> <p>1i (New): Algebra Readiness   35.5% of 9th graders (10% growth) will score at or above a RIT score of 230.</p> <p>1j (New): Enrollment in Post-Secondary Education   69% of students will be enrolled in college at any time during the first year after high school (Class of 2014).</p> <p>1k (New): Attendance   Increase the districtwide attendance rate to 95.6% (2014-2015)</p> <p>1L(New): Chronic Absenteeism   Reduce the districtwide chronic absenteeism rate by 2% yearly.</p> <p>1m (New): Middle School Dropout   Reduce the number grade 8 dropouts to 3 students in 2014-15. (4 students in 2013-2014)</p> <p>1n (New): High School Dropout   Reduce the high school cohort dropout rate to 6.0% in 2014-15. (8.2% in 2013-14)</p> <p>1o (New): High School Graduation   Increase the high school cohort graduation rate to 90.0% in 2014-15. (87.4% in 2013-14)</p>		Actual Annual Measurable Outcomes:	<p>1a: Early Literacy   31.6% of 3rd graders are at grade level reading proficiency (foundational skills) measured by DIBELS Next (Spring 2015)</p> <p>1b: EL Redesignation   62.1% of EL students were reclassified within 5 years of entering an EL program (2014-15)</p> <p>1c: Algebra Proficiency   29.1% of 10th graders scored at or above MAP RIT score of 235 (Fall 15-16)</p> <p>1d: A-G Course Completion   41.9% of graduates met UC/CSU A-G course requirements (2014-15)</p> <p>1e: College Readiness   38% of 11th grade students are at college ready or conditional status in ELA (SBAC 2014-15)   19% of 11th grade students are at college ready or conditional status in Math (SBAC 2014-15)</p> <p>1f: Post-Secondary Persistency   82% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2013)</p> <p>1g: EL Proficiency   54.0% of EL students made progress towards English proficiency as measured by the state assessment (2014-15)</p> <p>1i: Algebra Readiness   35.9% of 9th graders scored at or above MAP RIT score of 230 (Fall 15-16)</p> <p>1j: Enrollment in Post-Secondary Education   69% of students were enrolled in college at any time during the first year after high school (Class of 2014)</p> <p>1k: Attendance   96.6% district-wide attendance</p> <p>1L: Chronic Absenteeism   3% (elementary schools), 3% (intermediate schools), 8% (high schools) chronic absenteeism rate (2014-15)</p> <p>1m: Middle School Dropout   0 students are adjusted grade 8 dropouts in 2014-15.</p>

1p (New): AP Passage | Increase the percentage of total AP students passing at least one AP exam (3+ score) to 49% in 2015. (44.2% in 2014)  
 1q (New): AP Course Access | 22.0% (5% growth) of HS students will be enrolled in at least one AP course (2014-15).

1n: High School Dropout | 6.2% high school cohort dropout rate (2014-15)  
 1o: High School Graduation | 88.9% high school cohort graduation rate (2014-15)  
 1p: AP Passage | 39.1% of total AP students passed at least one AP exam (3+ score) in 2015  
 1q: AP Course Access | 23.9% of HS students were enrolled in at least one AP course during the academic year

**LCAP Year: 2015-16**

Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
1.1: Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based resources. Full implementation of the new CA State Standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.	\$5,791,900 LCFF sources Lottery: Instructional Materials	1 . All teachers are provided extensive professional development opportunities to implement new state standards Expansion of 1:1 devices to grades 4 through 10 2. CaSMP Grant attainment, expanding the training for implementation of new state math standards to grades 3 & 6. 3. Implementation of the FOSTER grant to support implementation of NGSS 4. Expansion of dual language program at one additional intermediate school. 5.Created, submitted and received UCOP approval (A - G Credit) for two new Spanish Language and Culture courses which are pathway course for AP Spanish Language and Literature courses. 6. Provided training for implementation of the new units of study. 7. SAUSD Curriculum Specialists collaborate with the induction program in order to provide an array of professional learning opportunities that are aligned to the California Standards of Teaching Practice and the content standards. 8. Our program has transitioned to Canvas and Google platforms to ensure all teachers are proficient users of technology.	\$6,836,051 LCFF sources Lottery: Instructional Materials
	0001-0999: Unrestricted: Locally Defined		

		<p>9. Expanded Reading Academy grades K/1, 2 and 3.          10. Developed eight UC a-g approved online courses to expand options for high school students.          11. Opened first competency-based school model serving students in grades 4-6 (Advanced Learning Academy)</p>													
<table border="1"> <tr> <td data-bbox="86 467 235 545">Scope of Service</td> <td data-bbox="235 467 562 545">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 545 562 610"> <input checked="" type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 610 562 854">                     OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input checked="" type="checkbox"/> All		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1026 467 1182 545">Scope of Service</td> <td data-bbox="1182 467 1520 545">District -wide</td> </tr> <tr> <td colspan="2" data-bbox="1026 545 1520 610"> <input checked="" type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 610 1520 854">                     OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District -wide	<input checked="" type="checkbox"/> All		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District-wide														
<input checked="" type="checkbox"/> All															
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
Scope of Service	District -wide														
<input checked="" type="checkbox"/> All															
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
<p>1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.</p>	<p>\$2,669,330          LCFF sources          Title I, Part A          Title I, School Improvement Grant          QEIA</p>	<p>1. Utilization and monitoring of NWEA MAP assessments at all schools in grades 3-10. School data is monitored each quarter to inform instructional practice at all schools.          2. Principals conducted data chats with individual teachers to monitor the progress toward goals.          3. District Office conducted Fall Principal Summits with all principals and Spring Summits with sites not showing significant growth          4. DIBELS Next Universal Screening was administered to 15,230 students in September, October and June in grades TK-3. Initial data reflects improved results in reading in primary grades.          5. MTSS provided professional development for MTSS Site Representatives (119 attendees) to</p>	<p>\$3,375,748          LCFF sources          Title I, Part A          Title I, School Improvement Grant          QEIA          Title II          Local Sources</p>												

		<p>review DIBELS Next assessment administration and scoring guidelines, assessment timelines</p> <p>6. CELDT results are reviewed and shared with all school sites to monitor student progress toward English language proficiency at all grade levels.</p> <p>7. Online Data Management access, distribution of necessary assessment materials, data analysis, and best practices for using data to inform differentiated instruction.</p> <p>8. Initiated partnership with Harvard Center for Educational Partnership's "Proving Ground" Research study to support evaluation of new programs.</p> <p>9. Conducted EOA study and developed a Blueprint for Action to address increased access and success in A-G college readiness.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion.</p>	<p>\$213,267 LCFF sources</p>	<p>1. Initiated partnership with CSUF and Science@OC for CaSMP Project Foster Grant.</p> <p>2. Deepen partnership with Gooru, Leadership Public Schools and John Hopkins University to support competency based learning</p> <p>3. Initiated strategic partnership with</p>	<p>236,274 LCFF Sources Title I, Part A Local Sources</p>

DRAFT

Stanford Center for Assessment, Learning and Equity and Buck Institute of Education to support project based learning

4. Santa Ana TECH Partnership for CCTP Grant with SAC, Coastline, Golden West, and multiple industry partners.

5. Have established partnerships with various arts organizations, such as Bowers and Pacific Symphony to continue offering workshops and opportunities for all students K-12.

6. The Conservatory Arts Steering Committee is reaching out to individuals and organizations as well for an Advisory Committee and Board. Presented before the City of Santa Ana's Arts and Culture Commission to update them on all that is going on within SAUSD.

SAUSD representative of the Arts and Culture Steering Committee which was formed to help the City of Santa Ana create an Arts Master Plan.

7. Support implementation of "College Now" Initiative to increase access to dual enrollment in college coursework for SAUSD high school students.

8. Continue the support of course articulation to support college credit for certificated courses when students enroll at the college.

SAUSD representative serves on advisory boards of local IHEs, and members of the IHE community also serve on the Teacher Induction Advisory Board.

9. Local universities offer teachers opportunities to use their program experience as partial fulfillment of a Masters or EdD.

10. Develop partnership with Guardian Scholars Program through Orangewood

		Children's Home and local universities to support foster youth to access college (admissions and financial aid).					
<table border="1"> <tr> <td>Scope of Service</td> <td>District-wide</td> </tr> </table>	Scope of Service	District-wide		<table border="1"> <tr> <td>Scope of Service</td> <td>District-wide</td> </tr> </table>	Scope of Service	District-wide	
Scope of Service	District-wide						
Scope of Service	District-wide						
<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>					
<p>1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.</p>	<p>\$125,000 LCFF sources</p>	<p>1. Participated in an audit to determine barriers of college access through A-G data,</p> <p>2. We have completed the second year of the work to develop an action plan to address findings.</p> <p>3. Convened five working meetings with representative stakeholders to determine actions needed to ensure access and success to college ready coursework.</p> <p>4. The action items of the plan will be inserted into the LCAP for areas of focus for the 2016-17 school year.</p> <p>5. The Equal Opportunity Audit Steering Committee will work to oversee the ongoing implementation of the Blueprint for Action.</p>	<p>\$123,120 LCFF sources</p>				
<table border="1"> <tr> <td>Scope of Service</td> <td>High Schools</td> </tr> </table>	Scope of Service	High Schools		<table border="1"> <tr> <td>Scope of Service</td> <td>High Schools</td> </tr> </table>	Scope of Service	High Schools	
Scope of Service	High Schools						
Scope of Service	High Schools						
<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p>		<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p>					



<p><input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the Advancement Via Individual Determination (AVID) program.</p>	<p>\$2,996,550  LCFF sources  Title I, Part A  Title I, School Improvement Grant  QEIA  Local sources</p>	<ol style="list-style-type: none"> <li>1. Expansion of SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) to 9 schools.</li> <li>2. Reading Academy for Teachers Grades 2-3 + extension training to provide meaningful independent practice opportunities which focuses on early literacy practice activities and provides opportunities for small group instruction.</li> <li>3. Ensured students received recommended minutes on digital programs including Smarty Ants, Lexia5, Achieve 3000, and Reading Plus.</li> <li>4. Increased library of filmed resources (models) on Gooru of foundational skills routines.</li> <li>5. Additional TK and Expansion Kinder teacher training and demos.</li> <li>6. Expansion of Learning Dynamic Reading, Learning2Together.</li> <li>7. Added AVID at 8 elementary schools and 1 secondary school. an increase from 16 to 25 schools. Expansion continuing next year (1 additional secondary and 10 elementary schools). Mendez moving towards applying for National Demonstration Site status.</li> <li>8. Educational Option Program has expanded and is piloting a night school program at Cesar E. Chavez H.S. to offer credit recovery to students who need additional academic options to earn a high school diploma in the evening limiting their attendance during AM hours due to financial obligations, child or elder care, and health problems.</li> </ol>	<p>\$3,877,253  LCFF sources  Title I, Part A  Title I, School Improvement Grant  QEIA  Local sources</p>

Scope of Service	District Wide		Scope of Service	District-wide	
_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)			_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		
1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program.		\$1,238,867 LCFF sources Title I, Part A	1. Saddleback High School is implementing an International Baccalaureate Diploma Programme beginning 2016-17. Teachers and staff are currently participating in professional development. 2. Implemented recommendations from Equal Opportunity Schools to support increase to AP access at all high schools 3. Created, submitted and received UCOP approval (a-g Credit) for two new Spanish Language and Culture courses which are pathway course for AP Spanish Language and Literature courses. 4. A UCOP approved (a-g credit) Advanced ELD class designed to support the transition of 9th through 12th grade EL students from core replacement ELD classes to college prep ELA classes. 5. AP teachers in 4 content areas (World History, US History, English Language, English Literature, Biology, Environmental Science, Calculus, Statistics) will establish PLC teams to redesign curriculum maps and resources. 6. Teachers will collaboratively offer AP Boot Camps at all High Schools. 7. Developed UC approved online		\$1,325,444 LCFF sources Title I, Part A

		<p>coursework ie. AP Economics, Biology, Physical Education and ERWC.              8. increasing access for Dual Enrollment opportunities at all high schools through the "College Now" initiative with the Santa Ana Partnership with SAC, UCI and CSUF.</p>	
<p>Scope of Service   High Schools</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   High Schools</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.</p>	<p>\$1,487,651                  LCFF sources                  Title I, Part A                  Title II, Part A                  Local sources</p>	<p>1. SAUSD continues to expand access to both math and science curriculum over the past year by increasing access to the Project Lead The Way (PLTW) and STEM/STEAM coursework.                  2. In 2015-16, we have added the PLTW Coding classes and/or after school programs to all intermediate and K-8 schools in SAUSD.                  3, All nine intermediate schools and four of K-8/Elementary schools offer programs in Engineering and robotics. Specialty courses offered include Medical Detectives, Flight and Space, Energy and the Environment.                  4. SAUSD was also represented by both high school and Intermediate school students at the highly competitive Cyber Patriots competition.                  5. At the high school level we offer four Engineering pathways and one Biomedical Pathway that are supported by the PLTW program.</p>	<p>\$4,232,127                  LCFF sources                  California Careers Pathways Trust                  Title I, Part A                  Title II, Part A                  Local sources</p>

		<p>6. In addition to Engineering, SAUSD offers six Design and Visual Arts Pathways, Two Software and Systems Development (ICT) pathways and five health sciences and medical pathways.</p> <p>7. Specialized capstone/internships included the opportunities to intern at JPL/NASA in the summer of 2015, SunPower Solar Academy for incoming freshmen and the Latino Film Institute Film Academy.</p>	
<p>Scope of Service   District-Wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>1.8: Increase availability of Career Technical Education (CTE) &amp; Regional Occupational Program (ROP) courses and academies.</p>	<p>\$5,265,051 LCFF sources Carl Perkins Title I, Part A Irvine Mathematics Project - UCI Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary</p>	<p>1. SAUSD's CTE program continues to expand opportunities for secondary students to participate in rigorous CTE courses and pathways this past year.</p> <p>2. High schools now offer a total of 31 CTE pathways and/or academies.</p> <p>3. To increase academic rigor and prepare all students to be both college and career ready we have doubled the number of courses that meet the UC a-g eligibility requirements for a total of 16 courses.</p> <p>4. SAUSD's has signed 15 new articulation agreements with local colleges for a total of 28 courses that receive both high school and college credit.</p> <p>5. High school students now have the</p>	<p>\$5,769,994 LCFF sources Carl Perkins Title I, Part A Irvine Mathematics Project - UCI Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary Local Sources</p>

DRAFT

opportunity to earn a total of 10 different industry recognized certifications (760 certifications earned in 2014/2015) and many students chose to participate in our expanded internship program.

6. CTE now offers AP Computer Science as a capstone to the ICT pathway at Century and Godinez, in addition to the Engineering pathway at Valley.

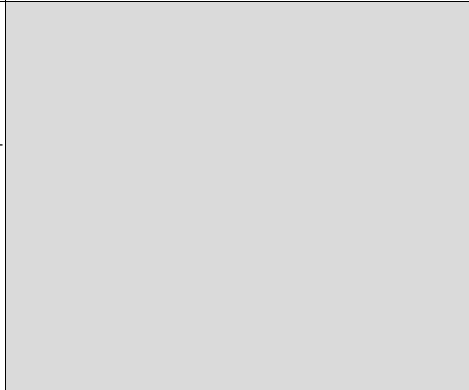
7. The CTE Biomedical Sciences pathway at Saddleback HS is now integrated into the IB program as part of the students units of study.

8. SAUSD expanded the CTE offerings at the K-8 and intermediate schools by adding a total of 10 new CTE courses focused on STEAM careers that are now sequenced to the high school programs.

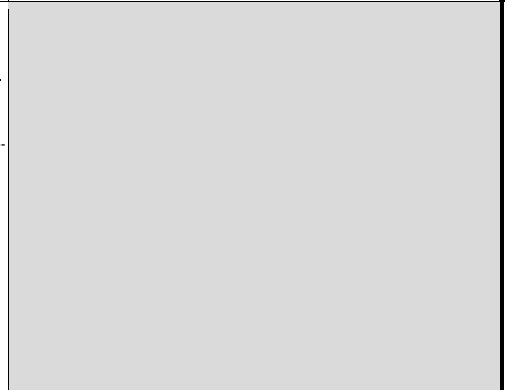
9. SAUSD/CTE program has expedited expansion through competitive Federal, State and foundation grants to also support the LCFF fund allocation.

10. Plans to expand partnership with Santa Ana College at the Culinary Arts pathway at SA Valley High School to provide dual credit college course as a capstone for certification.

Scope of Service	High Schools
<input type="checkbox"/> All	
OR:	
<input checked="" type="checkbox"/> Low Income pupils	
<input checked="" type="checkbox"/> English Learners	
<input checked="" type="checkbox"/> Foster Youth	
<input checked="" type="checkbox"/> Redesignated fluent English proficient	
<input type="checkbox"/> Other Subgroups: (Specify)	



Scope of Service	High Schools
<input type="checkbox"/> All	
OR:	
<input checked="" type="checkbox"/> Low Income pupils	
<input checked="" type="checkbox"/> English Learners	
<input checked="" type="checkbox"/> Foster Youth	
<input checked="" type="checkbox"/> Redesignated fluent English proficient	
<input type="checkbox"/> Other Subgroups: (Specify)	



<p>1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.</p>	<p>\$114,168 Title II, Part A</p>	<p>The Coordinator of 21st Century Learning and program specialist (2 new positions) have made great strides in the following ways:</p> <ol style="list-style-type: none"> <li>1. The Open Campus initiative provides hybrid learning opportunities for students across the district to allow them flexible scheduling options, competency-based learning opportunities, and 21st century personalized learning environments.</li> <li>2. Staff is building online courses to support the implementation of a full time virtual high school.</li> <li>3. Piloted a Hybrid Physical Education course in the summer of 2015 and the spring of 2016</li> <li>4. Submitting four additional courses for UC a-g approval by June 2016: AP U.S. Government and Politics, AP Economics, Biology and Expository Reading and Writing.</li> <li>5. Identified and hired five teachers for the initial Open Campus hybrid courses, and are encouraging teachers the to apply to pilot the hybrid courses this summer as part of the summer enrichment offerings.</li> <li>6. Working with principals and counselors to market the hybrid course options to students across the district</li> <li>7. Digital content and systems of support were implemented for the District supported new charter-competency-based Advanced Learning Academy(ALA) (4-6)</li> </ol>	<p>\$406,699 LCFF sources Title I, Part A Title II, Part A</p>												
<table border="1"> <tr> <td data-bbox="86 1289 235 1365">Scope of Service</td> <td data-bbox="235 1289 562 1365">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 1365 562 1430"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1430 562 1494">                     OR:  <input checked="" type="checkbox"/> Low Income pupils                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils			<table border="1"> <tr> <td data-bbox="1026 1289 1182 1365">Scope of Service</td> <td data-bbox="1182 1289 1520 1365">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1026 1365 1520 1430"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 1430 1520 1494">                     OR:  <input checked="" type="checkbox"/> Low Income pupils                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils		
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils															
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils															

<p><input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>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.</p>	<p>\$37,702,886  LCFF sources  Title I, Part A  21st Century ASSETS  Before and After School Learning &amp; Safe Neighborhood  Kinder Readiness Program II  Child Development  Head Start  Migrant Education</p>	<ol style="list-style-type: none"> <li>1. 17,000 K-12 students had access to academic summer programs, with a focus on literacy, at all open school sites (summer 2014).</li> <li>2. 11,836 high school students were served in the ASSETS before/after school program.</li> <li>3. 50 bus passes were distributed monthly to high school ASSETS students at Valley &amp; Century (500 total).</li> <li>4. Engage 360° (SAUSD's after school program) hosted a Family Literacy night at all 45 K-8 school sites.</li> <li>5. K-8 Engage 360 students had access to 180 hours of physical activity (45 schools).</li> <li>6. K-8 Engage 360 students had access to 180 hours of homework assistance (45 schools).</li> <li>7. K-12 Engage 360 and ASSETS students had access to 180 hours of enrichment (51 schools).</li> <li>8. 9-12 High School ASSETS students had access to 540 hours of homework assistance/tutoring after school (6 HS).</li> <li>9. Each school provided after school tutoring by teachers (up to 60 hours per teacher) Migrant Ed summer school (MESRP).</li> <li>10. Long Term English Learner (LTEL) after school tutoring program to support improved academic language and writing skills, extended learning/afterschool.</li> <li>11. Spanish language intervention and enrichment programs at elementary sites with dual language programs.</li> <li>12. Provide bus passes to students in</li> </ol>	<p>\$41,895,092  LCFF sources  Title I, Part A  Title I, Migrant Ed  21st Century ASSETS  Before and After School Learning &amp; Safe Neighborhood  Kinder Readiness Program II  Child Development  Head Start  Migrant Education</p>

		<p>EL Newcomer programs at McFadden Intermediate, Spurgeon Intermediate, Century High School and Valley High School.</p> <p>13. Extended library hours (20) were implemented at all nine intermediate school sites to include after school and Saturday.</p>													
<table border="1"> <tr> <td data-bbox="86 467 233 545">Scope of Service</td> <td data-bbox="233 467 562 545">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 545 562 610"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 610 562 854">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1026 467 1182 545">Scope of Service</td> <td data-bbox="1182 467 1520 545">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1026 545 1520 610"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 610 1520 854">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups: (Specify)  <u>Special Education</u> </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Special Education</u>		
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Special Education</u>															
<p>1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).</p>	<p>\$195,911 LCFF sources Title I, School Improvement Grant QEIA</p>	<p>1. Each high school hosts 8th grade visitation day and high school orientation meetings for parents, where incoming students can become familiar with programs available at the schools and initiate systems of support prior to beginning their high school career.</p> <p>2. Summer Bridge programs were initially implemented in the summer of 2014, continue at all intermediate schools, and continue to provide support to students in transitioning from grades 5 to 6 and from grade 8 to 9.</p> <p>3. Special Education has provided additional training to support transition IEPs that will occur in Spring 2016 for these levels of students with disabilities who are transitioning: PreK to K, Elementary to Intermediate, INT to HS and HS to Adult transition (ATP).</p>	<p>\$259,398 LCFF sources Title I, School Improvement Grant QEIA</p>												



		<p>4. Special education secondary teachers support participation of special education students in visits to their projected school of attendance that occur each Spring.</p> <p>5. Through the special education parent meetings (CAC) transition workshops were provided for students entering each grade level.</p> <p>6. Padres Promotores training includes a "transitions" element which addresses what can be expected and how parents can support students transitioning from elementary to intermediate school, from intermediate to high school, and from high school to post secondary college and career options.</p>													
<table border="1"> <tr> <td data-bbox="86 678 233 756">Scope of Service</td> <td data-bbox="233 678 562 756">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 756 562 821"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 821 562 1065">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1026 678 1182 756">Scope of Service</td> <td data-bbox="1182 678 1520 756">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1026 756 1520 821"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 821 1520 1065">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
<p>1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long-term English Learner (LTEL) teacher training.</p>	<p>\$5,950,608 LCFF sources Title I, Part A Title III, LEP</p>	<p>1. Added one additional "Welcome Academies" at Century High School, to better support students new to the country.</p> <p>2. Created and implemented an ELD course continuum for secondary sites with entry and exit criteria.</p> <p>3. Identified ELD course curriculum for high school sites.</p> <p>4. Worked with Secondary Education to create new course codes for new ELD classes.</p> <p>5. Provided professional development</p>	<p>\$7,493,684 LCFF sources Title I, Part A Title III, LEP</p>												

		<p>and training for teachers serving in the Welcome Academy and teachers working with LTEL students.</p> <p>6. Created and implemented a Professional Development plan for all staff members to provide training for ELD standards and the ELA/ELD framework.</p> <p>7. The Academic Language Module (focus on ELs) training currently being offered through the district's PD plan.</p> <p>8. Created and implemented an after school LTEL tutoring program prioritizing access for students in grades 3 - 8, and 10.</p> <p>9. Expanded the Dual Language program to include two intermediate schools (Carr &amp; McFadden) to ensure that students will maintain support for primary language, as requested by parents.</p> <p>10. Expanded use of Achieve 3000 at all of the dual language schools to provide grade level reading material in Spanish.</p> <p>11. Vietnamese afterschool heritage language enrichment program (Greenville)</p>																																	
<table border="1"> <tr> <td data-bbox="86 1076 235 1154">Scope of Service</td> <td data-bbox="235 1076 562 1154">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 1154 562 1219"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1219 562 1252">OR:</td> </tr> <tr> <td colspan="2" data-bbox="86 1252 562 1284"> <input type="checkbox"/> Low Income pupils                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1284 562 1317"> <input checked="" type="checkbox"/> English Learners                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1317 562 1349"> <input type="checkbox"/> Foster Youth                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1349 562 1406"> <input checked="" type="checkbox"/> Redesignated fluent English proficient                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1406 562 1461"> <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR:		<input type="checkbox"/> Low Income pupils		<input checked="" type="checkbox"/> English Learners		<input type="checkbox"/> Foster Youth		<input checked="" type="checkbox"/> Redesignated fluent English proficient		<input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1029 1076 1178 1154">Scope of Service</td> <td data-bbox="1178 1076 1520 1154">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1029 1154 1520 1219"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1029 1219 1520 1252">OR:</td> </tr> <tr> <td colspan="2" data-bbox="1029 1252 1520 1284"> <input type="checkbox"/> Low Income pupils                 </td> </tr> <tr> <td colspan="2" data-bbox="1029 1284 1520 1317"> <input checked="" type="checkbox"/> English Learners                 </td> </tr> <tr> <td colspan="2" data-bbox="1029 1317 1520 1349"> <input type="checkbox"/> Foster Youth                 </td> </tr> <tr> <td colspan="2" data-bbox="1029 1349 1520 1382"> <input checked="" type="checkbox"/> Redesignated fluent English proficient                 </td> </tr> <tr> <td colspan="2" data-bbox="1029 1382 1520 1461"> <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR:		<input type="checkbox"/> Low Income pupils		<input checked="" type="checkbox"/> English Learners		<input type="checkbox"/> Foster Youth		<input checked="" type="checkbox"/> Redesignated fluent English proficient		<input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District-wide																																		
<input type="checkbox"/> All																																			
OR:																																			
<input type="checkbox"/> Low Income pupils																																			
<input checked="" type="checkbox"/> English Learners																																			
<input type="checkbox"/> Foster Youth																																			
<input checked="" type="checkbox"/> Redesignated fluent English proficient																																			
<input type="checkbox"/> Other Subgroups: (Specify)																																			
Scope of Service	District-wide																																		
<input type="checkbox"/> All																																			
OR:																																			
<input type="checkbox"/> Low Income pupils																																			
<input checked="" type="checkbox"/> English Learners																																			
<input type="checkbox"/> Foster Youth																																			
<input checked="" type="checkbox"/> Redesignated fluent English proficient																																			
<input type="checkbox"/> Other Subgroups: (Specify)																																			

<p>1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>\$40,000 LCFF sources</p>	<p>1. A Foster Youth Liaison was hired August 2015, and has connected with secondary counseling teams, registrars, assistant principals and school psychologists. 2. Provided social-emotional interventions for students, school record support, linkages to resources and case management. 3. Provided training on foster youth needs, risk factors, and educational laws and guidelines protecting foster youth. 4. Coordinated a summer camp experience for the second year and a college field trip for foster students and their guardians.</p>	<p>\$35,000 LCFF sources</p>																																
<table border="1"> <tr> <td data-bbox="86 711 233 789">Scope of Service</td> <td data-bbox="233 711 562 789">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 789 562 850">_ All</td> </tr> <tr> <td colspan="2" data-bbox="86 850 562 880">OR:</td> </tr> <tr> <td colspan="2" data-bbox="86 880 562 909">_ Low Income pupils</td> </tr> <tr> <td colspan="2" data-bbox="86 909 562 938">_ English Learners</td> </tr> <tr> <td colspan="2" data-bbox="86 938 562 967"><input checked="" type="checkbox"/> Foster Youth</td> </tr> <tr> <td colspan="2" data-bbox="86 967 562 1029">_ Redesignated fluent English proficient</td> </tr> <tr> <td colspan="2" data-bbox="86 1029 562 1097">_ Other Subgroups: (Specify)</td> </tr> </table>	Scope of Service	District-wide	_ All		OR:		_ Low Income pupils		_ English Learners		<input checked="" type="checkbox"/> Foster Youth		_ Redesignated fluent English proficient		_ Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1024 711 1182 789">Scope of Service</td> <td data-bbox="1182 711 1520 789">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1024 789 1520 850">_ All</td> </tr> <tr> <td colspan="2" data-bbox="1024 850 1520 880">OR:</td> </tr> <tr> <td colspan="2" data-bbox="1024 880 1520 909">_ Low Income pupils</td> </tr> <tr> <td colspan="2" data-bbox="1024 909 1520 938">_ English Learners</td> </tr> <tr> <td colspan="2" data-bbox="1024 938 1520 967"><input checked="" type="checkbox"/> Foster Youth</td> </tr> <tr> <td colspan="2" data-bbox="1024 967 1520 997">_ Redesignated fluent English proficient</td> </tr> <tr> <td colspan="2" data-bbox="1024 997 1520 1097">_ Other Subgroups: (Specify)</td> </tr> </table>	Scope of Service	District-wide	_ All		OR:		_ Low Income pupils		_ English Learners		<input checked="" type="checkbox"/> Foster Youth		_ Redesignated fluent English proficient		_ Other Subgroups: (Specify)		
Scope of Service	District-wide																																		
_ All																																			
OR:																																			
_ Low Income pupils																																			
_ English Learners																																			
<input checked="" type="checkbox"/> Foster Youth																																			
_ Redesignated fluent English proficient																																			
_ Other Subgroups: (Specify)																																			
Scope of Service	District-wide																																		
_ All																																			
OR:																																			
_ Low Income pupils																																			
_ English Learners																																			
<input checked="" type="checkbox"/> Foster Youth																																			
_ Redesignated fluent English proficient																																			
_ Other Subgroups: (Specify)																																			
<p>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 2013-2014 baseline numbers.</p>	<p>\$6,480,898 Special Education Department of Rehab: Workability II, Transition Partnership</p>	<p>1. Students receiving special education services ; 2015-2016: 6,674 (Dec., 2015 CASEMIS) 2. New Special Education Positions : Speech/Language Pathologists 2, School Psychologists 1.0) 2015-2016: Total Staff: 21 (Special Education Teachers 17, Speech/Language Pathologists 2, School Psychologists 2) 3. Increased SSP and IA aide support</p>	<p>\$6,658,801 LCFF Sources Special Education Department of Rehab: Workability II, Transition Partnership</p>																																

		<p>required for each new special education teacher in 2015-16</p> <p>4. English and ASL language interpreters provided at IEP meetings and translation of IEP documents.</p> <p>5. All teachers participating in Teacher Induction receive training and support to ensure they have a clear understanding of the IEP and how to support individual student growth.</p>													
<table border="1"> <tr> <td data-bbox="86 467 235 548">Scope of Service</td> <td data-bbox="235 467 562 548">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 548 562 613"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 613 562 857">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1031 467 1180 548">Scope of Service</td> <td data-bbox="1180 467 1520 548">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1031 548 1520 613"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1031 613 1520 857">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>SAUSD continues to monitor progress of student achievement through the use of MAP, benchmark and DIBELS to assess student growth. Additionally, school site leaders and teachers address individual needs of students to monitor progress to provide support. Initial data demonstrates positive progress toward goals for all students. We will maintain goals and adjust metrics as stated for the 2016-17 school year.</p> <p>Additional focus and services will be provided:</p> <ul style="list-style-type: none"> <li>Research and adopt Digital textbooks for Mathematics</li> <li>Further development of Early Literacy program by expanding the Reading Academy K-3 at all schools</li> <li>Build on implementation of the new state standards - NGSS</li> <li>Expand the Advanced Learning Academy program to increase from grades 4-6 to include grades 3, 7 &amp; 8</li> <li>Expand online course offerings</li> <li>Expand access to tutoring and libraries beyond the academic school day at elementary schools</li> <li>Expand opportunities for self-selected professional development related to various LCAP initiatives</li> <li>Increase the capacity of our Educational Options programs to deliver credit recovery services to at-risk students</li> <li>Expand access to parenting programs that include the availability of childcare and offered during days and evenings</li> <li>Develop and implement a social justice careers pathway within our Santa Ana Partnership that expands early college and dual enrollment opportunities at SAC and UCI</li> <li>Continue to develop and implement the Santa Ana Arts Conservatory at Santa Ana High School</li> <li>Expand Cinema Pathway to include integration of Chapman University partnership with Heninger Elementary School and Santa Ana High School</li> <li>Expansion of Nicholas Academic Center at Century High School to increase support of students to access college admission</li> </ul>														

and persistence  
Expand Early College Dual Enrollment opportunities at Century High School and Godinez High School

The initial Local Control Accountability Plan (LCAP), was created during the 2013-14 school year based on the goals and actions defined by a wide range of stakeholder input. Moving forward as we plan for the 2016-17 school year, we continue to monitor identified metrics to measure success toward the goals. The financial data reported demonstrates how the resources are being allocated for each of the action areas. To provide maximum transparency, the LCAP reports the full expenditure for each activity listed. As we continue to allocate expenditures to meet the goals, we are able to show more comparable information which will be planned for each activity, versus actual expenses for each activity. Based on the outcome data, we make mid-year adjustments to dedicate resources to programs and supports that enhance outcomes and shift away from activities that do not further positive outcomes. The budget and the LCAP are living documents that are adjusted at each interim based upon the priorities of the District.

DRAFT

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 2 from prior year LCAP:	Students will have equitable access to high quality curricular and instructional program that is accessible from school and home.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify	
Goal Applies to:	Schools: District Wide	Applicable Pupil Subgroups: All students	
Expected Annual Measurable Outcomes:	<p>2a: Student access to technology   85% of students surveyed will indicate that they have access to Internet at home   80% of students surveyed will indicate that they access technology 3 or more times a week at home   65% of students surveyed will indicate that they have access technology 3 or more times a week at school   The ratio of students to technology that is 4 years or newer will be 1.9 to 1</p> <p>2b: Extracurricular participation rates   10% growth for students who participate in more than one extracurricular activity (36% High School, 37% Intermediate School)</p> <p>2c: Hiring, training, and retaining of highly qualified teachers and leaders   100% of courses are taught by highly qualified teachers</p> <p>2d: Hiring, training, and retaining of highly qualified teachers and leaders   15% gain above the 2014-15 baseline of instructional staff and leaders have participated in more than 15 hours of self-selected professional development during the academic year</p> <p>2e (new): Maintain 100% of pupils have standards-aligned instructional materials.</p>	Actual Annual Measurable Outcomes:	<p>2a: Student access to technology   85% of students surveyed indicate that they have access to Internet and wireless at home   85% of students surveyed indicate that they have access to computers at home   55% of students use computers daily at school as reported by a survey of teachers   The ratio of students to technology that is 4 years or newer is 1.1 to 1   The ratio of students to "access for all" 1:1 access to mobile device is 1.86 to 1 (New). (2015-16)</p> <p>2b: Extracurricular participation rates   Results will be available in the Fall 2016</p> <p>2c: Highly qualified teachers   99.3% of courses are taught by highly qualified teachers (2015-16)</p> <p>2d: Professional development   30.2% of instructional staff and leaders participated in more than 15 hours of self-selected professional development during the academic year (2015-16)</p> <p>2e: Standards-aligned materials   100% of pupils have standards-aligned instructional materials (2015-16)</p>
<b>LCAP Year: 2015-16</b>			
<b>Planned Actions/Services</b>		<b>Actual Actions/Services</b>	
	<b>Budgeted Expenditures</b>		<b>Estimated Actual Annual Expenditures</b>
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State	\$229,065,385 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA	1. SAUSD increased instructional days for all students by negotiating two additional instructional days to the school year, going from 185 to 187 for all students. 2. SAUSD added five additional days of	\$247,002,235 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA

<p>Standards and assessments.</p>		<p>administrative support to all non-12 month administrators (elementary and intermediate) to ensure increased non school day day programs to support families</p> <p>3. SAUSD Curriculum Specialists collaborate with the induction program in order to provide an array of professional learning opportunities that are aligned to the California Standards of Teaching Practice and the content standards.</p> <p>4 . Professional Development provided: ELD standards Discussions 4 Learning Implementation of new state math standards to grades 3 and 6, Implementation of the new units of study Seven PD workshops for the 4 arts disciplines: music (instrumental and vocal), dance, theatre and the visual arts, which also includes media and digital art.</p> <p>4. Development of new units of study in elementary social science and science.</p> <p>5. Canvas and Google Platforms to support integration of 21st Century skills</p>																																	
<table border="1"> <tr> <th data-bbox="86 1045 233 1122">Scope of Service</th> <th data-bbox="233 1045 562 1122">District-wide</th> </tr> <tr> <td colspan="2" data-bbox="86 1122 562 1190"> <input checked="" type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1190 562 1219">                     OR:                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1219 562 1248"> <input type="checkbox"/> Low Income pupils                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1248 562 1278"> <input type="checkbox"/> English Learners                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1278 562 1307"> <input type="checkbox"/> Foster Youth                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1307 562 1369"> <input type="checkbox"/> Redesignated fluent English proficient                 </td> </tr> <tr> <td colspan="2" data-bbox="86 1369 562 1433"> <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input checked="" type="checkbox"/> All		OR:		<input type="checkbox"/> Low Income pupils		<input type="checkbox"/> English Learners		<input type="checkbox"/> Foster Youth		<input type="checkbox"/> Redesignated fluent English proficient		<input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <th data-bbox="1026 1045 1180 1122">Scope of Service</th> <th data-bbox="1180 1045 1520 1122">District-wide</th> </tr> <tr> <td colspan="2" data-bbox="1026 1122 1520 1190"> <input checked="" type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 1190 1520 1219">                     OR:                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 1219 1520 1248"> <input type="checkbox"/> Low Income pupils                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 1248 1520 1278"> <input type="checkbox"/> English Learners                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 1278 1520 1307"> <input type="checkbox"/> Foster Youth                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 1307 1520 1336"> <input type="checkbox"/> Redesignated fluent English proficient                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 1336 1520 1433"> <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input checked="" type="checkbox"/> All		OR:		<input type="checkbox"/> Low Income pupils		<input type="checkbox"/> English Learners		<input type="checkbox"/> Foster Youth		<input type="checkbox"/> Redesignated fluent English proficient		<input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District-wide																																		
<input checked="" type="checkbox"/> All																																			
OR:																																			
<input type="checkbox"/> Low Income pupils																																			
<input type="checkbox"/> English Learners																																			
<input type="checkbox"/> Foster Youth																																			
<input type="checkbox"/> Redesignated fluent English proficient																																			
<input type="checkbox"/> Other Subgroups: (Specify)																																			
Scope of Service	District-wide																																		
<input checked="" type="checkbox"/> All																																			
OR:																																			
<input type="checkbox"/> Low Income pupils																																			
<input type="checkbox"/> English Learners																																			
<input type="checkbox"/> Foster Youth																																			
<input type="checkbox"/> Redesignated fluent English proficient																																			
<input type="checkbox"/> Other Subgroups: (Specify)																																			
<p>2.2: Support learning opportunities for</p>	<p>\$86,933,322</p>	<p>1. Focus on Least Restrictive</p>	<p>\$92,458,418</p>																																

<p>current special education students as provided in their Individualized Education Programs (IEPs).</p>	<p>LCFF sources                  Special Education                  Department of Rehab: Workability II,                  Transition Partnership                  Medi-Cal Billing Option</p>	<p>Environment (LRE) SAUSD                  2. Latest CDE data reports (12/14/2015) that we have almost met the LRE target established by CDE recommended target                  3. Continuum of Programs and Services</p> <ul style="list-style-type: none"> <li>• General Education: with accommodations/modifications and/or related services</li> <li>• Specialized Academic Instruction (SAI): general education setting and self-contained</li> <li>• Moderate to Severe Programs</li> <li>• Private Special Education Schools</li> </ul> <p>Implementation of Strategies and Staff Development</p> <ul style="list-style-type: none"> <li>• Accommodations</li> <li>• Assistive Technology</li> <li>• Behavior management strategies (FBA, BIP)</li> <li>• Collaboration/co-teaching with general education teachers</li> <li>• Increased inclusive teaching practices</li> </ul> <p>4. Monthly CAC Meetings with Parent education                  5. LRE, mainstreaming, increased collaboration with Gen. Ed. via case management period provided/expanded in contract; increased collaboratively taught classes                  6. Collaboration on implementation of CCSS unit of study extensions                  7. Special Ed teachers and students participated in summer enrichment                  8. Foster Youth Liaison attends IEP's for foster students. Provides consultation on resources, supports and educational laws pertaining to foster youth while connecting and supporting the parents/and guardians.</p>	<p>LCFF sources                  Special Education                  Department of Rehab: Workability II,                  Transition Partnership                  Medi-Cal Billing Option</p>
--	---	---	---



Scope of Service	District-wide		Scope of Service	District-wide	
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
2.3: Increase resources to schools to support extracurricular programs for all students, instructional materials and other programs and supplies to enhance student outcomes.		\$10,682,989 LCFF sources	1. All school sites have received additional resources to support extracurricular programs for students. 2. At the intermediate schools, after school athletics have enjoyed a resurgence and students are remaining after school to participate. 3. A Speech and Debate Competition was initiated this school year with participation from all intermediate school sites. 4. Intermediate and High schools have implemented many college field trips to support and improve the college going mindset. 5. Various district-wide VAPA events have been held throughout the school year 6. Artspiration, a district wide Arts competition, was expanded to include the elementary schools. 7. Elementary afterschool clubs that support learning including National History Day projects and Coding club. 8. Rosetta Stone, Achieve 3000 and Discussions 4 Learning have been made available to sites to supplement ELD instruction.		\$13,031,891 LCFF sources Local funding sources

<table border="1"> <tr> <td data-bbox="86 123 235 203">Scope of Service</td> <td data-bbox="235 123 562 203">District-wide</td> </tr> </table>	Scope of Service	District-wide		<table border="1"> <tr> <td data-bbox="1031 123 1180 203">Scope of Service</td> <td data-bbox="1180 123 1520 203">District-wide</td> </tr> </table>	Scope of Service	District-wide	
Scope of Service	District-wide						
Scope of Service	District-wide						
<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>					
<p>2.4: N/A</p>	<p>\$-</p>		<p>\$0 LCFF Sources</p>				
<table border="1"> <tr> <td data-bbox="86 618 235 698">Scope of Service</td> <td data-bbox="235 618 562 698"></td> </tr> </table>	Scope of Service			<table border="1"> <tr> <td data-bbox="1031 618 1180 698">Scope of Service</td> <td data-bbox="1180 618 1520 698"></td> </tr> </table>	Scope of Service		
Scope of Service							
Scope of Service							
<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>					
<p>2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.</p>	<p>\$196,000 LCFF sources</p>	<ol style="list-style-type: none"> <li>1. Inventory software for elementary music/instruments to assist all arts teachers in the articulation process.</li> <li>2. Creation of the Santa Ana HS Arts Conservatory.</li> <li>3. Physical Education courses are supported with additional resources for equipment at all grade levels.</li> <li>4. Playworks (physical education program) has been implemented at elementary schools.</li> <li>5. Expanded the marching bands program to include all comprehensive high schools.</li> <li>6. Purchased new instruments to</li> </ol>	<p>\$1,628,412 LCFF sources Title I, Part A</p>				

		<p>support expanding elementary and intermediate school music program.</p> <p>7. Increased music teacher positions to support all school programs.</p> <p>8. World language program specialists support all schools in ensuring that teachers work collaboratively, participate in professional learning from Advanced Placement (AP) courses and support students in attainment of the Seal of Biliteracy. Investigating the expansion of world language offering to include Chinese</p>					
<table border="1"> <tr> <td data-bbox="86 589 233 667">Scope of Service</td> <td data-bbox="233 589 562 667">District-wide</td> </tr> </table>	Scope of Service	District-wide		<table border="1"> <tr> <td data-bbox="1026 589 1182 667">Scope of Service</td> <td data-bbox="1182 589 1520 667">District-wide</td> </tr> </table>	Scope of Service	District-wide	
Scope of Service	District-wide						
Scope of Service	District-wide						
<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>					
<p>2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing Visual and Performing Arts (VAPA), access to foreign language classes and other elective classes.</p>	<p>\$21,173,026 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA</p>	<p>1. With the addition of a VAPA and PE curriculum specialist, we have expanded support that will allow for high quality curriculum and instruction across the content. all students are ensured access to the core instructional program.</p> <p>2. Project based Learning (PBL) units of instruction at all school levels support the integration of technology with virtual and blended learning models.</p> <p>3. A PBL curriculum specialist supports Heninger Elementary and Spurgeon Intermediate schools to provide professional development, develop consistency and ensure the 8 elements</p>	<p>\$26,623,568 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA Title I, Migrant Ed Title II, Part A Local Sources</p>				

		<p>of PBL will increase student achievement and engagement.</p> <p>4. World language program specialist supports all schools in ensuring that teachers work collaboratively, participate in professional learning from Advanced Placement (AP) courses and supports students in attainment of the Seal of Biliteracy.</p> <p>5. Partnership with Buck Institute for Education and Stanford University in development of PBL component of the Advanced Learning Academy and Spurgeon programs.</p> <p>6. Provided PBL-focused PD for all ALA staff, teachers from Spurgeon Intermediate School and various other site admin teams.</p> <p>7. Two additional cohorts of school teams attended PBL 101.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.7: Increase access to technology that is available to students at school and at home.</p>	<p>\$19,146,922 LCFF sources Title I, Part A Local sources</p>	<p>1. The "Access for All" initiative (Chromebooks and Internet Access), has expanded this year to grades 4,5,9 and 10, and has also included full access for Advanced Learning Academy (new Dependent Charter), Middle College High School, Cesar Chavez High School, Loren Griset Academy and Community Day School.</p>	<p>\$23,879,730 LCFF sources Title I, Part A Local sources</p>

DRAFT

2. Access resources have also been provided to Community Day and Independent Studies Program.

3. The total chromebooks purchased to date this year has been 7,000. 9th grade chromebooks (4,000) which were purchased last spring at the end of the school year were implemented this year.

4. All schools are in the process of implementing their chromebook program with their students, who will be able to take their chromebooks home for expanded access (with parent permission).

5. Parents receive information on low cost Internet access from their schools as part of the Access for All initiative through ConnectEd. Infrastructure upgrades include: WAN circuit upgrade to 10Gb at all secondary schools. 20GB Internet bandwidth expansion. ( two 10 GB) 10 GB WAN link to all secondary schools. Wireless infrastructure upgrade being completed for secondary schools.

6. The SAUSD Digital Citizenship Academy for Parents expands access by providing parents with the ability to check out a chromebook and hotspot for use at home in support of their children's learning.

7. Foster youth services have provided chromebooks for foster students in need of devices.

<b>Scope of Service</b>	District-wide
<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth	



<b>Scope of Service</b>	District-wide
<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth	



<input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		<input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	
2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.	\$6,066,894 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA Title II, Part A Title III, LEP Local sources	1. Professional learning module on "Making Meaning through Writing", inclusion of learning materials on Gooru for additional support and choice professional learning, including in person, blended or online. 2. Continued PD and support of integration of digital resources and use of technology as an instructional tool. 3. Restorative justice strategies professional development has been expanded to school sites. Data shows that suspension and expulsion have declined significantly across the school district at all grade levels. 4. Dual language programs have been increased this year to add one additional intermediate school site to support the increase of recipients of the State Seal of Bi-literacy. 5. Hosted a variety of Ed Tech learning innovations with Technology , ie. Ed Camps	\$10,048,574 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA Title II, Part A Title II, Part B Title III, LEP Local sources
Scope of Service   District-wide		Scope of Service   District-wide	
_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	
2.9: Support and extend learning opportunities for low-income pupils by	\$3,241,899 LCFF sources	1. Library hours have been extended at 28 of the 35 elementary school sites	\$3,725,858 LCFF sources

<p>increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.</p>		<p>after school and in the morning before school.                  2. All Intermediate and high schools have extended hours for library time and invite elementary school students and parents to use the libraries.                  3. Library and Computer use is provided on Saturdays through WIN Program                  4. School sites offer parents technology classes to support their children's use for instructional purposes                  5. District offered a digital literacy course at the annual parent conference and have expanded the course to add sections each month for parent leaders.</p>	<p>Local sources</p>								
<table border="1"> <tr> <td data-bbox="86 651 233 727">Scope of Service</td> <td data-bbox="233 651 562 727">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 727 562 1036"> <p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p> </td> </tr> </table>	Scope of Service	District-wide	<p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>			<table border="1"> <tr> <td data-bbox="1024 651 1182 727">Scope of Service</td> <td data-bbox="1182 651 1520 727">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1024 727 1520 1036"> <p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p> </td> </tr> </table>	Scope of Service	District-wide	<p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		
Scope of Service	District-wide										
<p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>											
Scope of Service	District-wide										
<p><input checked="" type="checkbox"/> All                      OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>											
<p>2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.</p>	<p>\$739,604                  LCFF sources                  Title I, Part A</p>	<p>1. Over 5,000 students participated in summer enrichment, all of which included hands on activities and field trips to allow students to apply and deepen their learning.                  2. Science Field trips are regularly approved for all schools as submitted.                  3. Foster Youth Liaison and PSS staff coordinate "Fostering Adventure" summer experience. This includes 3 day camp that includes experiential confidence building activities, social emotional learning, college and career resources, planning and prep.</p>	<p>\$1,343,818                  LCFF sources                  Title I, Part A</p>								

Scope of Service	District-wide		Scope of Service	District-wide	
_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)			_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		
	2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.	\$198,863 LCFF sources		1. Secured California Mathematics and Science Partnership grant (\$3,000,000 over three years) in partnership with CSUF and Science@OC to provide NGSS professional development for 117 grade 3-5 teachers. 2. Collaborated with Gooru to secure a Carnegie grant which is being utilized to create a video library of exemplars and messaging to promote NGSS awareness for teachers, students, and parents. 3. Secured CTEIG grant funding at both District and County level for approximately 7.5 million dollars over 3 years to enhance CTE pathways at all high schools and expand collaborations with community colleges and universities as well as industry partners. 4. Santa Ana Partnership Innovation grant, expanded the "College Now" initiative to all high schools to increase and support dual credit courses in alignment with career and college pathways.	\$219,876 LCFF sources
Scope of Service _ All	District-wide		Scope of Service _ All	District-wide	



<p>OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish &amp; Vietnamese).</p>	<p>\$276,251                  LCFF sources                  Title I, Part A                  Migrant Education</p>	<p>1. All schools offer primary language translation to support access for parents.                  2. English classes are offered at several schools through the adult school program to help parents learn English.                  3. At DAC and DELAC meetings, parent representatives have received information about options for English classes available through Santa Ana College Continuing Education Center.                  4. Access to Rosetta Stone and English courses for parents available at multiple school sites.</p>	<p>\$465,124                  LCFF sources                  Title I, Part A                  Migrant Education</p>
<p>Scope of Service   District-wide</p>		<p>Scope of Service   District-wide</p>	
<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>\$70,744                  LCFF sources</p>	<p>1. Foster Youth Liaison hired August 2015 and has connected with secondary counseling teams, registrars, assistant principals and school psychologists to support foster youth.                  2. Provided social-emotional</p>	<p>\$77,327                  LCFF sources</p>

		<p>interventions for students, school record support, linkages to resources and case management.</p> <p>3. Provided training on foster youth needs, risk factors, and educational laws and guidelines protecting foster youth.</p> <p>4. Coordinated a summer camp and college field trip for foster students and their guardians.</p> <p>5. Foster youth Liaison informed of any discipline proceedings to ensure due process rights of foster youth.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>SAUSD will continue to focus and work to expand services to ensure that all students have access to high quality curricular and instructional programs that are accessible from school and home. We have made positive progress in increasing student access to needed technology, wireless access, and digital instructional materials at school and at home. Progress is monitored through the use of assessments, personalized learning and surveys to inform instructional practice and goals. All goal and actions are monitored to evaluate progress and success to close the achievement gap for our students.</p> <p>Expand Access for All technology program to encompass grades 3 and 11</p> <p>Continue to provide professional learning for teachers to ensure alignment to State Standards and 21st century skills</p> <p>Expand professional development for teachers to promote restorative strategies</p> <p>Implement technology refresh cycle at Grades 6 and 9. Recycle devices for use as loaners when devices are broken or misplaced.</p> <p>Expand intermediate school intramural program</p> <p>Increase the capacity of summer and intersession enrichment programs.</p> <p>Add staff to Santa Ana Arts Conservatory pathway, including a program administrator and dedicated counselor and master</p>		

craft VAPA teachers.  
 Improve arts facilities at Santa Ana High School to support enhanced VAPA pathways.  
 Invest funds to continue development and implementation of the Santa Ana Visual and Performing Arts Plan by investing in programs at all SAUSD schools.  
 Expand partnership opportunities to include the film school with Chapman University.  
 Expand the number of parenting classes by increasing the frequency and number of locations but during and outside of school hours.  
 Revise and expand the CALSAFE program to increase support for teen parents to reduce dropout rates  
 Increase support to K-8 schools to provide dedicated academic counselor for intermediate school students to support college and career readiness (EOA)  
 Expand professional development for administrators by participating in the National Institute for School Leadership (NISL) i3 project.

The initial Local Control Accountability Plan (LCAP), was created during the 2013-14 school year based on the goals and actions defined by a wide range of stakeholder input. Moving forward as we plan for the 2016-17 school year, we continue to monitor identified metrics to measure success toward the goals. The financial data reported demonstrates how the resources are being allocated for each of the action areas. To provide maximum transparency, the LCAP reports the full expenditure for each activity listed. As we continue to allocate expenditures to meet the goals, we are able to show more comparable information which will be planned for each activity, versus actual expenses for each activity. Based on the outcome data, we make mid-year adjustments to dedicate resources to programs and supports that enhance outcomes and shift away from activities that do not further positive outcomes. The budget and the LCAP are living documents that are adjusted at each interim based upon the priorities of the District.

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 3 from prior year LCAP:	Students and staff will work in a healthy, safe, and secure environment that supports learning		Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
Goal Applies to:	Schools:	District Wide	
	Applicable Pupil Subgroups:	All Students	
Expected Annual Measurable Outcomes:	<p>3a: California Healthy Kids Survey (CHKS)   2% increase at each grade level of surveyed students who feel safe or very safe at school</p> <p>3b: California School Parent Survey (CSPS)   Maintain 90% or above of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child.</p> <p>3c: California School Climate Survey (CSCS)   Maintain 90% or above of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students.</p> <p>3d: Student suspensions   Reduce the total number of instructional days lost due to suspensions by 10%</p> <p>3e: Expulsion Rates   Maintain expulsion rate at 0.1% or below.</p> <p>3f: Parent Survey Data   At least 22% of parents will participate in the annual survey</p> <p>3g: Facilities Inspection Tool   All schools meet the exemplary or good standard on the 2014-15 FIT survey</p> <p>3h (New): Suspension Rates   Reduce the suspension rate by 0.2% (Baseline 2013-14: 4.5%)</p> <p>3i (New): Parent Engagement   Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities</p>		<p>Actual Annual Measurable Outcomes:</p> <p>3a: California Healthy Kids Survey (CHKS)   Students reported feeling safe or very safe at school from 2014-15 survey results: 74% Gr 5 (75% in 13-14), 64% Gr 7 (62% in 13-14), 64% Gr 9 (64% in 13-14), 65% Gr 11 (67% in 13-14), 61% Gr NT (69% in 13-14)</p> <p>3b: California School Parent Survey (CSPS)   65% of surveyed parents agree/strongly agree that school is a safe place for their child from 2014-15 survey results (90% in 13-14)</p> <p>3c: California School Climate Survey (CSCS)   89% of surveyed staff agree/strongly agree that school is a safe place for students from 2014-15 survey results (90% in 13-14)</p> <p>3d: Student suspensions   2014-15: 1,246 instructional days were restored by reducing the days of suspension to 6,137 days in 2014-15 from 7,383 days in 2013-14.</p> <p>3e: Expulsion Rates   0.1% district-wide expulsion rate (from 0.1% in 2013-14)</p> <p>3f: Parent Survey Data   9,057 parents survey responses were received in the annual survey in 2014-15. The total student enrollment is 52,638.</p> <p>3g: Facilities Inspection Tool   All schools (56 of 56) meet the exemplary or good standard on the 2014-15 FIT survey</p> <p>3h: Suspension Rates   3.6% district-wide suspension rate (from 4.5% in 2013-14)</p> <p>3i: Parent Engagement   Monthly meetings were held for the Community Advisory Committee</p>

LCAP Year: 2015-16

Planned Actions/Services		Actual Actions/Services	
Budgeted Expenditures		Estimated Actual Annual Expenditures	
3.1: Provide adult supervision/staff during transition periods.		1. Provided professional development to school staff on AERIES/SWIS regarding identification of problem campus locations and supervision needs, progress monitoring on implementation strategies to increase safety during transition. 2. Provided 15 full day PBIS trainings. 3. Training of WIN Teacher Leads for school supervision and safety during transition periods. 4. School sites have increased supervision by utilizing site funds to hire Activity Supervisors	
\$3,230,713 LCFF sources		\$4,077,618 LCFF sources	
Scope of Service	District-wide	Scope of Service	District-wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g. Open House, Back to School Nights, and safe and sensitive schools workshops).		1. Provided four workshops to site PBIS teams on incorporating parent and community involvement in School-wide PBIS efforts during full day professional development. 2. Two additional Parent/Community Liaisons were hired. 3. Ten Liaisons are assisting with coordination of Open House and Back to School Nights. They are also providing parent trainings, workshops	
\$88,354 LCFF sources Title I, Part A		\$92,733 LCFF sources Title I, Part A	

DRAFT

and other services connecting parents to the school site. They also train hundreds of parents a year on the parent portal.

4. Parent/Community Liaisons provide case management to assist parents with linkages to mental health services, food, shelter and medical support.

5. Expansion of staff training at sites in regards to Restorative Practices to engage parents, students and staff in meaningful conversations surrounding rights and responsibilities.

6. The annual Parent Conference is a full day conference, with breakfast and lunch, featuring over 60 breakout trainings on a variety of educational, health, legal and personal growth topics from a variety of education and community experts. The conference also includes a community fair with over 40 local educational, health and community resources.

7. The parent of the year celebration is a recognition ceremony honoring the contributions of parents to our schools. Each site nominates a parent from their school to be recognized at the event. From these nominees an elementary, intermediate and high school parent is awarded the district "Parent of the Year" award. Translation and childcare were provided for each of these events.

<b>Scope of Service</b>	District-wide
<input checked="" type="checkbox"/> All	
OR:	
<input type="checkbox"/> Low Income pupils	
<input type="checkbox"/> English Learners	
<input type="checkbox"/> Foster Youth	
<input type="checkbox"/> Redesignated fluent English	



<b>Scope of Service</b>	District-wide
<input checked="" type="checkbox"/> All	
OR:	
<input type="checkbox"/> Low Income pupils	
<input type="checkbox"/> English Learners	
<input type="checkbox"/> Foster Youth	
<input type="checkbox"/> Redesignated fluent English proficient	



proficient _ Other Subgroups: (Specify)			_ Other Subgroups: (Specify)		
3.3: Establish processes that support maintaining current facilities (school safety and maintenance).		\$34,907,687 LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees	1. The Annual California Healthy Kids Survey (CHKS) is conducted at all schools to measure metric progress. 2. School perimeter fencing and security cameras improvements have been made at schools 3. Annual FIT survey is conducted at all school sites 4. Per Williams legislation, designated schools complete annual reports and participate in OCDE site visits. 5. School Police routinely monitor school sites after hours 6. Building Services completes 24,000 work orders and many "special projects" every year.		\$38,791,363 LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees
Scope of Service	District-wide		Scope of Service	District-wide	
X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)			X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		
3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach efforts to staff, parents, and students.		\$62,504,661 LCFF sources Title I, Part A Special Education MediCal Administrative Activities (MAA) Self-Insurance Fund Local sources	1. Provided in excess of 15 full day (SW-PBIS, Group/Secondary Interventions, Individual/Tertiary Interventions) and more than 47 partial day Positive Behavior Intervention and Supports (PBIS) training (e.g., Stop and Think, Skills-streaming, SWIS, PBIS Assessment, Classroom Management, Parent Training, Supervision Training,		\$63,334,621 LCFF sources Title I, Part A Homeless Children Education Grants MediCal Administrative Activities (MAA) Self-Insurance Fund Local sources

		<p>COST,) for district school.</p> <ol style="list-style-type: none"> <li>District PBIS team completed 54 Tiered Fidelity Implementation observations, and 28 additional site visits in support of PBIS efforts.</li> <li>Contracted with and trained ten community Restorative Practice Intervention Specialist to assist in promoting alternatives to suspension and expulsion.</li> <li>Issued a request for proposals (RFP) for restorative practice intervention specialists in 2016-17 school year.</li> <li>In addition RPI Specialist conduct mediations, circles and training for staff on RP SAUSD model.</li> <li>Creation of Online Learning Module for Restorative Practices and Coaching model for supporting expansion and fidelity of implementation.</li> <li>Trained Psychologist, Homeless liaisons, Foster and Homeless District liaison, Community Liaisons and Over 300 SAUSD staff in Introduction to RP.</li> </ol>	
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	
<p>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, Implementation of restorative justice strategies, expanding</p>	<p>\$50,359,391 LCFF sources MediCal Administrative Activities (MAA) Medi-Cal Billing Option Special Education</p>	<ol style="list-style-type: none"> <li>All schools participated in a school-wide PBIS program that includes student recognition and incentive programs to help motivate and cultivate a positive school culture.</li> <li>In comparison to YTD January 2015</li> </ol>	<p>\$51,802,808 LCFF sources Carol M. White PEP Grant Safe Haven MediCal Administrative Activities (MAA)</p>



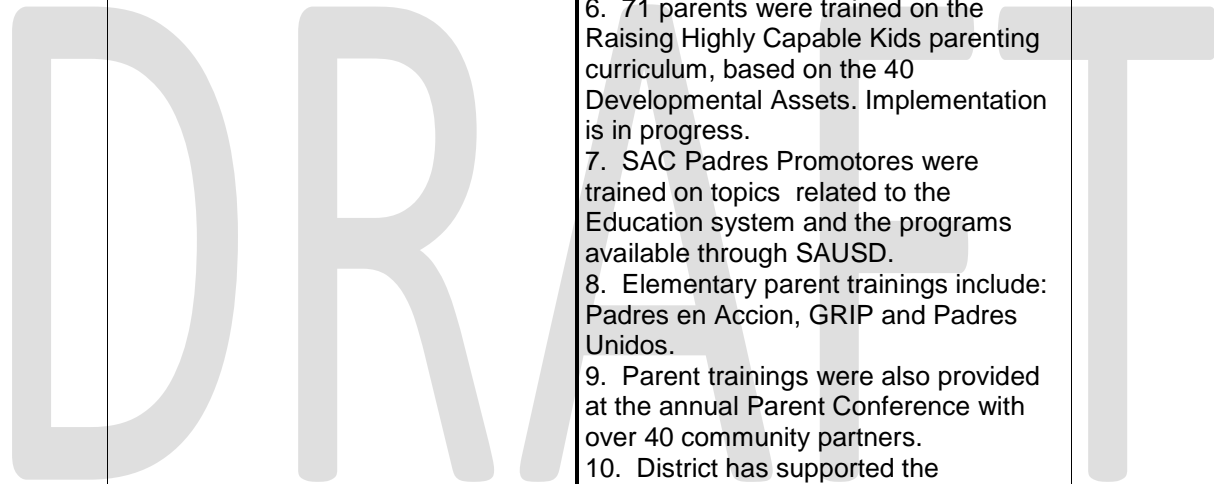
<p>drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committee to include parents and students.</p>	<p>Title I, Part A Child Nutrition Child Nutrition: Healthy Active Families Carol M White PEP Grant Before and After School Learning &amp; Safe Neighborhood</p>	<p>and YTD January 2016, we have 633 fewer days lost as a result to suspensions resulting in a 27% reduction from last school year. We currently have 1739 days lost of instruction due to 802 suspensions. 3. January YTD, we have had a 46.67% reduction in expulsions from 15 expulsions to 8 expulsions this school year. 4. The School Climate Committee formed last year (2014-15) , continues to meet each month and has provided information CSBA and to other community groups to support the strong partnership in support of student restorative justice practices to keep students in schools. 5. Increased nursing services by hiring 40 Licensed Vocational Nurses (LVNs) to support health needs at school sites. 6. Two dropout prevention and recovery specialist have provided extensive support and outreach and completed over 2,200 home visits</p>	<p>Medi-Cal Billing Option Special Education Title I, Part A Child Nutrition Child Nutrition: Healthy Active Families Local Sources</p>
<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing</p>	<p>\$671,263 LCFF sources</p>	<p>1. Parent/Community Liaisons assist parents in setting up and accessing the parent portal throughout the school</p>	<p>\$702,378 LCFF sources</p>

<p>the student information system (attendance, grades, progress reports, etc.).</p>		<p>year.                  2. In collaboration with the Education Technology Department a focus group of 15 parents was conducted in September. The purpose was to expose parents to the concept of blended learning.                  3. The new report cards were introduced and explained to the DAC/DELAC parents. Translation and childcare were provided at all of these trainings.                  4. Parent representatives from each school participated in TIS sponsored ED Tech Workshop and received chromebooks and wireless hotspots to encourage school site parent leadership.</p>													
<table border="1"> <tr> <td data-bbox="86 740 233 818">Scope of Service</td> <td data-bbox="233 740 562 818">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 818 562 883"> <input type="checkbox"/> All                     </td> </tr> <tr> <td colspan="2" data-bbox="86 883 562 1130">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1026 740 1182 818">Scope of Service</td> <td data-bbox="1182 740 1520 818">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1026 818 1520 883"> <input type="checkbox"/> All                     </td> </tr> <tr> <td colspan="2" data-bbox="1026 883 1520 1130">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
<p>3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality Education (PIQE) and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), expand the use of school-based Parent and Community Liaisons, expanding structured recess at elementary</p>	<p>\$1,389,491                  LCFF sources                  Title I, Part A</p>	<p>1. Structured recess is being provided at 15 SAUSD elementary schools. This program is provided by Kid Healthy and utilizes parent volunteers to teach the physical activity games and skills during lunch recess.                  2. For fall, 2015, the average volunteer occurrences were 106 occurrences weekly, the average physical minutes/hours of PA were 3. 520</p>	<p>\$2,869,846                  LCFF sources                  Title I, Part A                  Title I, School Improvement Grant                  QEIA</p>												

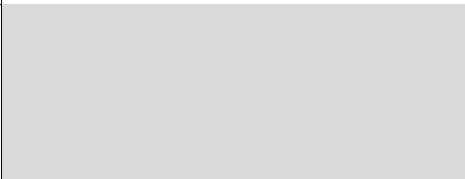
schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.

minutes/42 hours and over 35 parent meetings were held on topics such as the PA trainings, leadership, nutrition and new physical activities (this year--musical hula-hoops and obstacle courses).

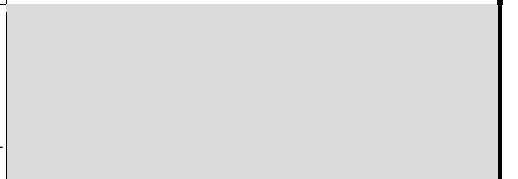
4. Parent education programs are being offered at all of our schools to support student achievement.
5. Community Liaisons meet monthly to provide parents with community resources in areas of need.
6. 71 parents were trained on the Raising Highly Capable Kids parenting curriculum, based on the 40 Developmental Assets. Implementation is in progress.
7. SAC Padres Promotores were trained on topics related to the Education system and the programs available through SAUSD.
8. Elementary parent trainings include: Padres en Accion, GRIP and Padres Unidos.
9. Parent trainings were also provided at the annual Parent Conference with over 40 community partners.
10. District has supported the expansion of health fair offerings by supporting community partners for our families.
- 11 Translation and childcare for parent conferences and training sessions at multiple District and school events.
12. The RAPTOR (background check) system provides quick and efficient clearances to support parent participation.



<b>Scope of Service</b>	District-wide
<input type="checkbox"/> All ----- OR:	



<b>Scope of Service</b>	District-wide
<input type="checkbox"/> All ----- OR:	



<input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		<input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	
3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.	\$255,542 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA	1. SAUSD provided its first Digital Citizenship Academy for Parents on March 19, during the SAUSD Parent Conference. The Digital Citizenship Academy has been developed to help parents understand and support their children and their use of technology and online resources and to help equip parents to become leaders in the area of Digital Citizenship at their schools. Parents who attend the entire Digital Citizenship Academy will receive a certificate and be eligible to check out a chromebook and hotspot (wireless internet access) for their use at home in support of their children. 2. The EL department provides translation services for PTA meetings and DAC/DELAC meetings, the Parent Conference, the Parent of the Year event, Board meetings, and district parent, district television station, IEPs, parent trainings are translated in Spanish. 3. Translation services are provided at IEP meetings. IEPs are translated upon request. 4. The annual parent conference included sessions with translation available in Vietnamese.	\$742,354 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA
Scope of Service District-wide _ All		Scope of Service District-wide _ All	

<p>OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.</p>	<p>\$153,309                  Title III, LEP</p>	<p>1. Schools provided after school tutoring (up to 60 hours per teacher), 2. Making Meaning Through Writing professional learning module for all teachers based on the ELD/ ELD framework to support redesignation efforts.                  3. All RFEP students will be provided with access to all categorically funded resources and programs designed to support these students with improving academic achievement and college and career readiness such as: AVID, after school tutoring, summer school</p>	<p>\$172,415                  Title III, LEP</p>
<p>Scope of Service   District-wide</p>		<p>Scope of Service   District-wide</p>	
<p><input type="checkbox"/> All</p>		<p><input type="checkbox"/> All</p>	
<p>OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.10: Support the enhancement of school climate through smooth operations and processes.</p>	<p>\$80,273,802                  LCFF sources                  Deferred Maintenance Building Fund                  Capital Facilities Fund                  County School Facilities Fund                  Special Reserve Fund                  QZAB Solar Energy Savings</p>	<p>1. School office staff members have received training on supporting parents in the front office                  2. Site personnel utilize an online program to request school repair, resulting in improved service.                  3. District schools received differentiated training on implementation</p>	<p>\$119,301,723                  LCFF sources                  Deferred Maintenance Building Fund                  Capital Facilities Fund                  County School Facilities Fund                  Special Reserve Fund                  QZAB Solar Energy Savings</p>

	<p>Emergency Repair Prgm-Williams Case                  Bond Interest &amp; Redemption Fund (BINR): Other Restricted                  Debt Service Fund: QZAB Solar Energy                  Debt Service Fund: Certificates of Participation (COP)                  California Clean Energy Jobs Act (Prop 39)</p>	<p>of tiered system of supports relevant to their individual implementation standing.                  4. All district schools completed the PBIS Self-Assessment Survey (SAS) and the Tiered Fidelity Inventory (TFI) to utilize data that informs intervention framework and organization.                  5. School Climate Committee meets monthly to provide opportunity for collaboration and support for our schools and community</p>	<p>Emergency Repair Prgm-Williams Case                  Bond Interest &amp; Redemption Fund (BINR): Other Restricted                  Debt Service Fund: QZAB Solar Energy                  Debt Service Fund: Certificates of Participation (COP)                  California Clean Energy Jobs Act (Prop 39)</p>												
<table border="1"> <tr> <th data-bbox="86 558 235 634">Scope of Service</th> <th data-bbox="235 558 562 634">District-wide</th> </tr> <tr> <td data-bbox="86 634 235 699">_ All</td> <td data-bbox="235 634 562 699"></td> </tr> <tr> <td colspan="2" data-bbox="86 699 562 946">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient                      _ Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	_ All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)			<table border="1"> <tr> <th data-bbox="1026 558 1182 634">Scope of Service</th> <th data-bbox="1182 558 1520 634">District-wide</th> </tr> <tr> <td data-bbox="1026 634 1182 699">_ All</td> <td data-bbox="1182 634 1520 699"></td> </tr> <tr> <td colspan="2" data-bbox="1026 699 1520 946">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient                      _ Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	_ All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		
Scope of Service	District-wide														
_ All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)															
Scope of Service	District-wide														
_ All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)															
<p>3.11 Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning program. Ensure discipline policies and student handbooks are available, in home languages, via the school and district websites.</p>	<p>\$10,000                  LCFF sources</p>	<p>1. With the implementation of PBIS, all schools have reviewed site discipline processes and have begun to move toward the implementation of restorative justice strategies.                  2. The School Climate Committee meets monthly to provide support to RJ practices in all schools.                  3. High School Student Forums have been held at all high schools to listen to the needs for the students.                  4. This school year, Intermediate School Student Sessions have been held to speak to students and to listen to their perceptions of their best learning.                  5. Joven Noble, a restorative justice curriculum, is utilized in the District</p>	<p>\$14,350                  LCFF sources</p>												

		<p>6. Restorative circles are held at schools where the need is identified and professional development has taken place to support student success.</p> <p>7. The CHKS survey is conducted at all schools to measure progress toward a positive school climate.</p> <p>8. Mental Health services provided at all sites</p>													
<table border="1"> <tr> <td data-bbox="86 467 235 545">Scope of Service</td> <td data-bbox="235 467 562 545">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="86 545 562 613"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="86 613 562 857">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1026 467 1182 545">Scope of Service</td> <td data-bbox="1182 467 1520 545">District-wide</td> </tr> <tr> <td colspan="2" data-bbox="1026 545 1520 613"> <input type="checkbox"/> All                 </td> </tr> <tr> <td colspan="2" data-bbox="1026 613 1520 857">                     OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)                 </td> </tr> </table>	Scope of Service	District-wide	<input type="checkbox"/> All		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
Scope of Service	District-wide														
<input type="checkbox"/> All															
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)															
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>In the 2016-17 school year, SAUSD will maintain focus toward our goals of providing a healthy, safe and secure school environment to support learning. Data is consistently reviewed to determine progress outcomes to achieving the goals. Our data reflects positive growth toward the increase of daily attendance, reduction of suspensions and expulsions, and improved school climate across the district.</p> <p>Additional actions will be implemented in the 2016-17 school year:</p> <ul style="list-style-type: none"> <li>Continue PBIS progress monitoring at all schools</li> <li>Develop and implement a district-wide intervention program at the intermediate school level to better support students demonstrating lack of progress (academically and behaviorally) through SST and COST teams</li> <li>Review and refine the SST and COST process for consistent and comprehensive intervention implementation and monitoring of student outcomes.</li> <li>Maintain fiscal support for mental health services and restorative practices at school sites</li> <li>Continue collaboration with School Climate Committee to address community concerns</li> <li>Continue development of resources for school-based health center</li> <li>Ensure that school sites utilize resources to address the needs of students as determined by stakeholder input and the School Plan.</li> <li>Continue to provide District and school based community events to engage families and community members</li> </ul> <p>The initial Local Control Accountability Plan (LCAP), was created during the 2013-14 school year based on the goals and actions defined by a wide range of stakeholder input. Moving forward as we plan for the 2016-17 school year, we continue to monitor identified metrics to measure success toward the goals. The financial data reported demonstrates how the resources</p>														

are being allocated for each of the action areas. To provide maximum transparency, the LCAP reports the full expenditure for each activity listed. As we continue to allocate expenditures to meet the goals, we are able to show more comparable information which will be planned for each activity, versus actual expenses for each activity. Based on the outcome data, we make mid-year adjustments to dedicate resources to programs and supports that enhance outcomes and shift away from activities that do not further positive outcomes. The budget and the LCAP are living documents that are adjusted at each interim based upon the priorities of the District.

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

DRAFT



**Section 3: Use of Supplemental and Concentration Grant funds and Proportionality**

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	<u>\$151,850,631</u>
<p>For the 2016-17 school year, the total supplemental and concentration grant funds is projected at \$151,850,631 based on the number and concentration of low income, foster youth and English learner pupils. SAUSD has an unduplicated enrollment of 94.24%, therefore, the LCAP supplemental and concentration grant funding will be expended on a district wide basis, as allowed for in 5 CCR 15496 and as described in the LCAP. All SAUSD actions and services will support all students in the following areas: Continued professional learning to support implementation of the new state standards at all grade levels; increased implementation of K-3 literacy initiatives to ensure reading by 3rd grade; Increased staffing to provide additional services as needed, for students of significant subgroups; Extended learning and instructional programs to increase access and enrichment opportunities for all students; Increased access to technology and STEAM, to support the development of 21st century skills for all students in preparation of College and Career readiness; Increased support for Advancement Via Individual Determination(AVID) at all schools; Increased Career Technical Education (CTE) coursework to support career pathways at all high schools; Continued partnership with the Santa Ana Partnership to support dual enrollment opportunities for students; Increased parent and community involvement and educational opportunities at schools and at district level; Implementation of new dependent charter and virtual school programs to support online learning for first time learning, and credit recovery; Project based learning, blended learning, personalized learning and virtual learning programs to meet the needs of all students; Increased social and emotional support to promote social and emotional health and school contentedness, for all students; Continued focus on safe and secure schools to promote a positive learning environment. The district will review the Single Plans for Student Achievement (SPSA) annually, for all schools to ensure alignment to goals, metrics and expenditures to the LCAP.</p>	

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

24.7	%
8	

The Local Control Funding Formula provides funds to school districts in the form of a base grant (supports operations and programs for all students) and for districts with large unduplicated counts, (Socioeconomically disadvantaged pupils, English language learners, and Foster youth) additional supplemental and concentration grant funding to meet their individual needs. Santa Ana has a large unduplicated count of over 94% which results in approximately 28% of all LCFF funding coming in the form of supplemental and concentration grant funds. These funds are to be dedicated to meeting the needs of identified students. Currently, in Santa Ana Unified, the increase in proportionality for English Learners, Low Income Students and Foster Youth is 24.78% in the LCAP year. In order to ensure equity, we recognize the need to improve and expand services for our most at risk students. Overall, the District spends more than the required proportionality ratio on identified students as demonstrated within the LCAP.

DRAFT

**LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX**

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) “Chronic absenteeism rate” shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where “chronic absentee” means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) “Middle School dropout rate” shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) “High school dropout rate” shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) “High school graduation rate” shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

DRAFT

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Adoption of 2016-17 Budget

**ITEM:** Public Hearing

**SUBMITTED BY:** Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO  
Tina Douglas, Assistant Superintendent, Business Services

**PREPARED BY:** Swandayani Singgih, Director, Budget

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the adoption of the 2016-17 Budget. Education Code Section 42127(a) requires school district governing boards to hold a public hearing on the 2016-17 Budget on or before July 1, 2016, before adoption. The budget and supporting data is available for public inspection at 1601 East Chestnut Avenue, Santa Ana, California.

**RATIONALE:**

Education Code Section 52062(b)(2) includes a new requirement effective with the 2016-17 fiscal year. Previously, the public hearing and adoption of the proposed budget occurred during the same board meeting in June. With the new regulation, the public meeting at which a school district governing board adopts a budget, must be held *after*, but not on the same day as, the public hearing.

The proposed budget cannot be adopted until after the Local Control and Accountability Plan (LCAP) is adopted and the Plan must be adopted at a public meeting after and separate from its public hearing. The public hearing for the Plan is scheduled for the June 7, 2016, Board meeting; while the adoption of both the LCAP and the 2016-17 Budget is scheduled for the June 28, 2016, Board meeting.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a public hearing on June 7, 2016 for adoption of the 2016-17 Budget.

SP:mm

**ANNUAL BUDGET REPORT:**  
July 1, 2016 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: 1601 E. Chestnut Ave., Santa Ana, CA  
Date: June 02, 2016

Place: 1601 E. Chestnut Ave., Santa Ana  
Date: June 07, 2016  
Time: \_\_\_\_\_

Adoption Date: June 28, 2016

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Contact person for additional information on the budget reports:

Name: Swandayani Singgih

Telephone: (714) 558-5895

Title: Director, Budget

E-mail: swandayani.singgih@sausd.us

**Criteria and Standards Review Summary**

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

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	No Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF)	Projected change in LCFF is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

**SUPPLEMENTAL INFORMATION (continued)**

			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2015-16) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?		X
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)	X	
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?		X
		• Approval date for adoption of the LCAP or approval of an update to the LCAP:	<b>Jun 28, 2016</b>	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?		X

**ADDITIONAL FISCAL INDICATORS**

			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?		X
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X



<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ 12,881,374.00
Less: Amount of total liabilities reserved in budget:	\$ 12,881,374.00
Estimated accrued but unfunded liabilities:	\$ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

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

This school district is not self-insured for workers' compensation claims.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Jun 28, 2016

For additional information on this certification, please contact:

Name: Camille Boden

Title: Executive Director, Risk Management

Telephone: (714) 558-5856

E-mail: camille.boden@sausd.us

July 1 Budget  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	488,089,945.00	0.00	488,089,945.00	514,365,661.67	0.00	514,365,661.67	5.4%
2) Federal Revenue		8100-8299	1,119,729.17	55,523,837.20	56,643,566.37	414,766.00	43,548,153.93	43,962,919.93	-22.4%
3) Other State Revenue		8300-8599	36,427,677.03	67,897,185.77	104,324,862.80	9,002,367.00	68,622,299.44	77,624,666.44	-25.6%
4) Other Local Revenue		8600-8799	12,486,130.43	3,069,230.43	15,555,360.86	4,476,537.39	3,255,397.00	7,731,934.39	-50.3%
5) TOTAL REVENUES			538,123,481.63	126,490,253.40	664,613,735.03	528,259,332.06	115,425,850.37	643,685,182.43	-3.1%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	216,967,479.49	64,104,237.03	281,071,716.52	212,955,922.87	60,391,162.86	273,347,085.73	-2.7%
2) Classified Salaries		2000-2999	53,610,252.24	36,857,511.79	90,467,764.03	56,999,173.03	36,378,490.52	93,377,663.55	3.2%
3) Employee Benefits		3000-3999	84,061,198.02	50,764,680.11	134,825,878.13	90,897,026.65	58,140,118.64	149,037,145.29	10.5%
4) Books and Supplies		4000-4999	18,403,525.21	17,337,497.25	35,741,022.46	18,435,619.52	16,268,780.97	34,704,400.49	-2.9%
5) Services and Other Operating Expenditures		5000-5999	54,290,051.61	23,787,185.91	78,077,237.52	51,700,905.57	15,363,999.72	67,064,905.29	-14.1%
6) Capital Outlay		6000-6999	2,329,829.50	3,309,703.87	5,639,533.37	654,231.89	4,302,594.67	4,956,826.56	-12.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,442,747.00	2,853,293.00	5,296,040.00	2,666,922.00	2,925,537.00	5,592,459.00	5.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(6,383,259.16)	4,523,701.16	(1,859,558.00)	(5,671,015.24)	3,652,081.36	(2,018,933.88)	8.6%
9) TOTAL EXPENDITURES			425,721,823.91	203,537,810.12	629,259,634.03	428,638,786.29	197,422,765.74	626,061,552.03	-0.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			112,401,657.72	(77,047,556.72)	35,354,101.00	99,620,545.77	(81,996,915.37)	17,623,630.40	-50.2%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	1,034.94	0.00	1,034.94	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	19,605,965.73	0.00	19,605,965.73	6,828,415.93	0.00	6,828,415.93	-65.2%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(78,024,872.88)	78,024,872.88	0.00	(81,820,349.75)	81,820,349.75	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(97,629,803.67)	78,024,872.88	(19,604,930.79)	(88,648,765.68)	81,820,349.75	(6,828,415.93)	-65.2%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			14,771,854.05	977,316.16	15,749,170.21	10,971,780.09	(176,565.62)	10,795,214.47	-31.5%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	40,332,184.38	9,988,327.04	50,320,511.42	55,104,038.43	10,965,643.20	66,069,681.63	31.3%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)			40,332,184.38	9,988,327.04	50,320,511.42	55,104,038.43	10,965,643.20	66,069,681.63	31.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,332,184.38	9,988,327.04	50,320,511.42	55,104,038.43	10,965,643.20	66,069,681.63	31.3%
2) Ending Balance, June 30 (E + F1e)			55,104,038.43	10,965,643.20	66,069,681.63	66,075,818.52	10,789,077.58	76,864,896.10	16.3%
Components of Ending Fund Balance									
a) Nonspendable		9711	170,000.00	0.00	170,000.00	170,000.00	0.00	170,000.00	0.0%
Revolving Cash		9712	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	10,965,643.20	10,965,643.20	0.00	10,789,077.58	10,789,077.58	-1.6%
b) Restricted									
c) Committed		9750	7,547,581.70	0.00	7,547,581.70	7,547,581.70	0.00	7,547,581.70	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments									
d) Assigned									
Other Assignments		9780	33,409,144.73	0.00	33,409,144.73	44,700,437.46	0.00	44,700,437.46	33.8%
0032 Civic Center	0000	9780	43,680.01		43,680.01			43,680.01	
0033 Godinez Rental	0000	9780	20,248.38		20,248.38			20,248.38	
0308 QZAB Solar Energy	0000	9780		2,072,197.05	2,072,197.05			2,072,197.05	
0703 LIFI contract	0000	9780		350,000.00	350,000.00			350,000.00	
0720 15-16 One-time Discretionary Fun-	0000	9780		6,553,106.29	6,553,106.29			6,553,106.29	
0720 SAEA 1% one-time off schedule p-	0000	9780		2,816,584.20	2,816,584.20			2,816,584.20	
0000 SAEA 1% Ongoing Salary Raise	0000	9780		2,816,584.20	2,816,584.20			2,816,584.20	
0803 Instructional Materials	0000	9780		3,089,074.19	3,089,074.19			3,089,074.19	
0000 Declining Enrollment	0000	9780		26,938,963.14	26,938,963.14			26,938,963.14	
0032 Civic Center	0000	9780	43,680.01		43,680.01				
0033 Godinez Rental	0000	9780	20,248.38		20,248.38				
0308 QZAB Solar Energy	0000	9780	1,306,086.06		1,306,086.06				
0720 15-16 One-time Discretionary Fun-	0000	9780	11,857,490.49		11,857,490.49				
0803 Instructional Materials	0000	9780	2,739,074.19		2,739,074.19				

July 1 Budget  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
0000 Declining Enrollment	0000	9780	17,442,565.60		17,442,565.60				
e) Unassigned/unappropriated Reserve for Economic Uncertainties		9789	12,977,312.00	0.00	12,977,312.00	12,657,799.36	0.00	12,657,799.36	-2.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals		2016-17 Budget		% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)		Restricted (E)
<b>G. ASSETS</b>								
1) Cash								
a) in County Treasury		9110	0.00	0.00	0.00			
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00			
b) in Banks		9120	0.00	0.00	0.00			
c) in Revolving Fund		9130	0.00	0.00	0.00			
d) with Fiscal Agent		9135	0.00	0.00	0.00			
e) collections awaiting deposit		9140	0.00	0.00	0.00			
2) Investments		9150	0.00	0.00	0.00			
3) Accounts Receivable		9200	0.00	0.00	0.00			
4) Due from Grantor Government		9290	0.00	0.00	0.00			
5) Due from Other Funds		9310	0.00	0.00	0.00			
6) Stores		9320	0.00	0.00	0.00			
7) Prepaid Expenditures		9330	0.00	0.00	0.00			
8) Other Current Assets		9340	0.00	0.00	0.00			
9) TOTAL ASSETS			0.00	0.00	0.00			
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>								
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00			
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00			
<b>I. LIABILITIES</b>								
1) Accounts Payable		9500	0.00	0.00	0.00			
2) Due to Grantor Governments		9590	0.00	0.00	0.00			
3) Due to Other Funds		9610	0.00	0.00	0.00			
4) Current Loans		9640	0.00	0.00	0.00			
5) Unearned Revenue		9650	0.00	0.00	0.00			
6) TOTAL LIABILITIES			0.00	0.00	0.00			
<b>J. DEFERRED INFLOWS OF RESOURCES</b>								
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00			
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00			
<b>K. FUND EQUITY</b>								
Ending Fund Balance, June 30								

July 1 Budget  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Santa Ana Unified  
Orange County

Description (G9 + H2) - (I6 + J2)	2015-16 Estimated Actuals		2016-17 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Resource Codes	Total Fund col. A + B (C)					
Object Codes						
	0.00	0.00	0.00			0.00

Description	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>LCFF SOURCES</b>							
Principal Apportionment							
State Aid - Current Year	311,854,588.00	0.00	311,854,588.00	339,904,288.00	0.00	339,904,288.00	9.0%
Education Protection Account State Aid - Current Year	71,009,698.00	0.00	71,009,698.00	71,009,698.00	0.00	71,009,698.00	0.0%
State Aid - Prior Years	2.00	0.00	2.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions							
Homeowners' Exemptions	597,660.00	0.00	597,660.00	597,660.00	0.00	597,660.00	0.0%
Timber Yield Tax	12.00	0.00	12.00	12.00	0.00	12.00	0.0%
Other Subventions/In-Lieu Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes							
Secured Roll Taxes	83,885,511.00	0.00	83,885,511.00	83,885,511.00	0.00	83,885,511.00	0.0%
Unsecured Roll Taxes	5,068,028.00	0.00	5,068,028.00	5,068,028.00	0.00	5,068,028.00	0.0%
Prior Years' Taxes	1,239,492.00	0.00	1,239,492.00	1,239,492.00	0.00	1,239,492.00	0.0%
Supplemental Taxes	5,230,394.00	0.00	5,230,394.00	5,230,394.00	0.00	5,230,394.00	0.0%
Education Revenue Augmentation Fund (ERAF)	9,722,025.00	0.00	9,722,025.00	9,722,025.00	0.00	9,722,025.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)	11,228,858.00	0.00	11,228,858.00	11,228,858.00	0.00	11,228,858.00	0.0%
Penalties and Interest from Delinquent Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)							
Royalties and Bonuses	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>	499,836,268.00	0.00	499,836,268.00	527,885,966.00	0.00	527,885,966.00	5.6%
<b>LCFF Transfers</b>							
Unrestricted LCFF Transfers - Current Year	(2,229,752.00)		(2,229,752.00)	(4,003,028.33)		(4,003,028.33)	79.5%
All Other LCFF Transfers - Current Year	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes	(9,516,571.00)	0.00	(9,516,571.00)	(9,517,276.00)	0.00	(9,517,276.00)	0.0%
Property Taxes Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.0%



July 1 Budget  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL LCFF SOURCES			488,089,945.00	0.00	488,089,945.00	514,365,661.67	0.00	514,365,661.67	5.4%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	9,404,315.00	9,404,315.00	0.00	9,404,315.00	9,404,315.00	0.0%
Special Education Discretionary Grants		8182	0.00	2,062,661.29	2,062,661.29	0.00	2,046,842.00	2,046,842.00	-0.8%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		21,998,287.14	21,998,287.14		15,344,599.00	15,344,599.00	-30.2%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		4,213,937.00	4,213,937.00		2,728,271.00	2,728,271.00	-35.3%
NCLB: Title III, Immigrant Education Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		3,894,171.83	3,894,171.83		2,284,250.62	2,284,250.62	-41.3%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290		6,250,002.79	6,250,002.79		4,646,660.32	4,646,660.32	-25.7%
Vocational and Applied Technology Education	3500-3699	8290		542,832.00	542,832.00		488,549.00	488,549.00	-10.0%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,119,729.17	7,157,630.15	8,277,359.32	414,766.00	6,604,666.99	7,019,432.99	-15.2%
<b>TOTAL FEDERAL REVENUE</b>			1,119,729.17	55,523,837.20	56,643,566.37	414,766.00	43,548,153.93	43,962,919.93	-22.4%
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		27,895,243.00	27,895,243.00		28,026,350.64	28,026,350.64	0.5%
Prior Years	6500	8319		603,568.00	603,568.00		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	408,355.19	408,355.19	0.00	408,355.19	408,355.19	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs									
Mandated Costs Reimbursements									
Lottery - Unrestricted and Instructional Materials									
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions									
Other Subventions/In-Lieu Taxes									
Pass-Through Revenues from State Sources									
School Based Coordination Program	7250	8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		8,061,117.68	8,061,117.68		8,061,117.68	8,061,117.68	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		0.00	0.00		0.00	0.00	0.0%
				0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
California Clean Energy Jobs Act	6230	8590		2,300,000.00	2,300,000.00		2,444,331.67	2,444,331.67	6.3%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		135,000.00	135,000.00		0.00	0.00	-100.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	220,000.00	26,222,746.55	26,442,746.55	220,000.00	27,634,655.26	27,854,655.26	5.3%
<b>TOTAL OTHER STATE REVENUE</b>			36,427,677.03	67,897,185.77	104,324,862.80	9,002,367.00	68,622,299.44	77,624,666.44	-25.6%

Description	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>							
Other Local Revenue County and District Taxes							
Other Restricted Levies Secured Roll	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction	45,000.00	0.00	45,000.00	45,000.00	0.00	45,000.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales							
Sale of Equipment/Supplies	24,000.00	0.00	24,000.00	24,000.00	0.00	24,000.00	0.0%
Sale of Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals	450,669.38	657,022.00	1,107,691.38	286,373.40	674,590.00	960,963.40	-13.2%
Interest	350,000.00	0.00	350,000.00	300,000.00	0.00	300,000.00	-14.3%
Net Increase (Decrease) in the Fair Value of Investments	6,573.08	0.00	6,573.08	0.00	0.00	0.00	-100.0%
Fees and Contracts							
Adult Education Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	1,158,563.00	0.00	1,158,563.00	385,053.00	0.00	385,053.00	-66.8%
Mitigation/Developer Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF							

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	10,451,324.97	1,258,507.43	11,709,832.40	3,436,110.99	1,495,122.00	4,931,232.99	-57.9%
Tuition		8710	0.00	1,153,701.00	1,153,701.00	0.00	1,085,685.00	1,085,685.00	-5.9%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From Districts or Charter Schools	6500	8792		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8793		0.00	0.00		0.00	0.00	0.0%
From JPAs									
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			12,486,130.43	3,069,230.43	15,555,360.86	4,476,537.39	3,255,397.00	7,731,934.39	-50.3%
TOTAL, REVENUES			538,123,481.63	126,490,253.40	664,613,735.03	528,259,332.06	115,425,850.37	643,685,182.43	-3.1%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	184,028,367.07	50,735,651.84	234,764,018.91	178,713,709.89	47,750,782.69	226,464,492.58	-3.5%
Certificated Pupil Support Salaries		1200	7,861,490.83	6,651,850.02	14,513,340.85	9,183,937.12	5,577,855.12	14,761,792.24	1.7%
Certificated Supervisors' and Administrators' Salaries		1300	17,277,931.54	1,882,606.04	19,160,537.58	17,042,932.92	1,825,462.60	18,868,395.52	-1.5%
Other Certificated Salaries		1900	7,799,690.05	4,834,129.13	12,633,819.18	8,015,342.94	5,237,062.45	13,252,405.39	4.9%
TOTAL, CERTIFICATED SALARIES			216,967,479.49	64,104,237.03	281,071,716.52	212,955,922.87	60,391,162.86	273,347,085.73	-2.7%
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	3,724,613.87	23,830,490.01	27,555,103.88	4,180,998.25	23,817,545.39	27,998,543.64	1.6%
Classified Support Salaries		2200	19,224,832.43	8,137,656.10	27,362,488.53	20,890,081.57	8,075,054.00	28,965,135.57	5.9%
Classified Supervisors' and Administrators' Salaries		2300	3,746,600.04	1,086,912.89	4,833,512.93	4,041,845.00	1,059,640.65	5,101,485.65	5.5%
Clerical, Technical and Office Salaries		2400	22,314,051.42	2,994,884.06	25,308,935.48	23,096,647.59	2,778,928.48	25,875,576.07	2.2%
Other Classified Salaries		2900	4,600,154.48	807,568.73	5,407,723.21	4,789,600.62	647,322.00	5,436,922.62	0.5%
TOTAL, CLASSIFIED SALARIES			53,610,252.24	36,857,511.79	90,467,764.03	56,999,173.03	36,378,490.52	93,377,663.55	3.2%
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	23,290,838.14	22,426,327.73	45,717,165.87	26,433,275.38	28,279,480.88	54,712,756.26	19.7%
PERS		3201-3202	6,841,506.19	4,385,034.84	11,226,541.03	7,798,058.47	4,619,387.26	12,417,445.73	10.6%
OASDI/Medicare/Alternative		3301-3302	7,419,751.24	3,786,003.91	11,205,755.15	7,192,494.93	3,757,301.25	10,949,796.18	-2.3%
Health and Welfare Benefits		3401-3402	35,614,821.78	15,550,855.79	51,165,677.57	38,215,040.59	16,170,085.46	54,385,126.05	6.3%
Unemployment Insurance		3501-3502	136,172.91	52,106.07	188,278.98	135,204.73	48,584.52	183,789.25	-2.4%
Workers' Compensation		3601-3602	3,804,250.93	1,490,055.43	5,294,306.36	4,047,073.00	1,449,278.76	5,496,351.76	3.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	6,953,856.83	3,074,296.34	10,028,153.17	7,075,879.55	3,816,000.51	10,891,880.06	8.6%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			84,061,198.02	50,764,680.11	134,825,878.13	90,897,026.65	58,140,118.64	149,037,145.29	10.5%
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	273,770.51	2,277,673.81	2,551,444.32	1,493.35	1,893,927.01	1,895,420.36	-25.7%
Books and Other Reference Materials		4200	24,363.92	332,772.85	357,136.77	12,256.62	20,024.83	32,281.45	-91.0%
Materials and Supplies		4300	13,018,471.28	12,605,163.47	25,623,634.75	11,630,695.92	13,741,181.06	25,371,876.98	-1.0%

July 1 Budget  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	4,288,919.50	2,121,887.12	6,410,806.62	5,993,173.63	613,648.07	6,606,821.70	3.1%
Food		4700	798,000.00	0.00	798,000.00	798,000.00	0.00	798,000.00	0.0%
TOTAL, BOOKS AND SUPPLIES			18,403,525.21	17,337,497.25	35,741,022.46	18,435,619.52	16,268,780.97	34,704,400.49	-2.9%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	11,583,605.10	9,795,334.11	21,378,939.21	13,321,037.01	6,092,431.55	19,413,468.56	-9.2%
Travel and Conferences		5200	879,670.72	1,719,143.40	2,598,814.12	965,737.77	287,836.65	1,253,574.42	-51.8%
Dues and Memberships		5300	602,749.35	57,165.00	659,914.35	319,784.51	11,500.00	331,284.51	-49.8%
Insurance		5400 - 5450	3,281,640.07	3,788.00	3,285,428.07	3,359,387.40	2,788.00	3,362,175.40	2.3%
Operations and Housekeeping Services		5500	10,607,976.33	95,650.00	10,703,626.33	10,735,046.08	77,550.00	10,812,596.08	1.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,321,557.17	4,133,011.67	9,454,568.84	3,413,595.76	4,213,049.00	7,626,644.76	-19.3%
Transfers of Direct Costs		5710	(613,697.14)	613,697.14	0.00	(124,607.36)	124,607.36	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(47,553.62)	0.00	(47,553.62)	(26,400.00)	0.00	(26,400.00)	-44.5%
Professional/Consulting Services and Operating Expenditures		5800	21,630,365.56	7,295,709.35	28,926,074.91	19,029,278.60	4,405,816.76	23,435,095.36	-19.0%
Communications		5900	1,043,738.07	73,687.24	1,117,425.31	708,045.80	148,420.40	856,466.20	-23.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			54,290,051.61	23,787,185.91	78,077,237.52	51,700,905.57	15,363,999.72	67,064,905.29	-14.1%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	30,889.30	0.00	30,889.30	56,610.11	0.00	56,610.11	83.3%
Land Improvements		6170	16,050.00	0.00	16,050.00	14,863.78	0.00	14,863.78	-7.4%
Buildings and Improvements of Buildings		6200	854,965.43	2,180,134.88	3,035,100.31	0.00	3,257,594.67	3,257,594.67	7.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	827,032.34	1,009,768.99	1,836,801.33	360,353.00	1,045,000.00	1,405,353.00	-23.5%
Equipment Replacement		6500	600,892.43	119,800.00	720,692.43	222,405.00	0.00	222,405.00	-69.1%
TOTAL CAPITAL OUTLAY			2,329,829.50	3,309,703.87	5,639,533.37	654,231.89	4,302,594.67	4,956,826.56	-12.1%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	12,855.00	12,855.00	0.00	29,439.00	29,439.00	129.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	469,276.00	469,276.00	0.00	589,144.00	589,144.00	25.5%
Payments to County Offices		7142	2,191,223.00	2,289,319.00	4,480,542.00	2,415,398.00	2,225,111.00	4,640,509.00	3.6%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		81,843.00	81,843.00		81,843.00	81,843.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%



July 1 Budget  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	251,524.00	0.00	251,524.00	251,524.00	0.00	251,524.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,442,747.00	2,853,293.00	5,296,040.00	2,666,922.00	2,925,537.00	5,592,459.00	5.6%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(4,523,701.16)	4,523,701.16	0.00	(3,652,081.36)	3,652,081.36	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(1,859,558.00)	0.00	(1,859,558.00)	(2,018,933.88)	0.00	(2,018,933.88)	8.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(6,383,259.16)	4,523,701.16	(1,859,558.00)	(5,671,015.24)	3,652,081.36	(2,018,933.88)	8.6%
TOTAL, EXPENDITURES			425,721,823.91	203,537,810.12	629,259,634.03	428,638,786.29	197,422,765.74	626,061,552.03	-0.5%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	1,034.94	0.00	1,034.94	0.00	0.00	0.00	-100.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,034.94	0.00	1,034.94	0.00	0.00	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	14,592,918.00	0.00	14,592,918.00	1,193,757.00	0.00	1,193,757.00	-91.8%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	624,667.51	0.00	624,667.51	524,392.93	0.00	524,392.93	-16.1%
Other Authorized Interfund Transfers Out		7619	4,388,380.22	0.00	4,388,380.22	5,110,266.00	0.00	5,110,266.00	16.4%
(b) TOTAL, INTERFUND TRANSFERS OUT			19,605,965.73	0.00	19,605,965.73	6,828,415.93	0.00	6,828,415.93	-65.2%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Emergency Apportionments									
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(78,120,754.76)	78,120,754.76	0.00	(81,820,349.75)	81,820,349.75	0.00	0.0%
Contributions from Restricted Revenues		8990	95,881.88	(95,881.88)	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			(78,024,872.88)	78,024,872.88	0.00	(81,820,349.75)	81,820,349.75	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			(97,629,803.67)	78,024,872.88	(19,604,930.79)	(88,648,765.68)	81,820,349.75	(6,828,415.93)	-65.2%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	488,089,945.00	0.00	488,089,945.00	514,365,661.67	0.00	514,365,661.67	5.4%
2) Federal Revenue		8100-8299	1,119,729.17	55,523,837.20	56,643,566.37	414,766.00	43,548,153.93	43,962,919.93	-22.4%
3) Other State Revenue		8300-8599	36,427,677.03	67,897,185.77	104,324,862.80	9,002,367.00	68,622,299.44	77,624,666.44	-25.6%
4) Other Local Revenue		8600-8799	12,486,130.43	3,069,230.43	15,555,360.86	4,476,537.39	3,255,397.00	7,731,934.39	-50.3%
5) TOTAL REVENUES			538,123,481.63	126,490,253.40	664,613,735.03	528,259,332.06	115,425,850.37	643,685,182.43	-3.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		259,297,490.09	142,320,077.06	401,617,567.15	256,798,879.58	138,774,961.81	395,573,841.39	-1.5%
2) Instruction - Related Services	2000-2999		52,502,634.96	17,803,425.67	70,306,060.63	56,288,493.45	16,867,358.82	73,155,852.27	4.1%
3) Pupil Services	3000-3999		26,316,537.67	15,565,379.31	41,881,916.98	31,044,246.13	13,217,723.73	44,261,969.86	5.7%
4) Ancillary Services	4000-4999		5,258,581.75	112,055.76	5,370,637.51	4,404,683.42	30,247.00	4,434,930.42	-17.4%
5) Community Services	5000-5999		99,190.06	34,853.55	134,043.61	108,732.65	0.00	108,732.65	-18.9%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		39,135,879.22	5,062,319.47	44,198,198.69	35,972,397.66	4,198,461.37	40,170,859.03	-9.1%
8) Plant Services	8000-8999		40,663,123.96	19,786,406.30	60,449,530.26	41,348,790.40	21,408,476.01	62,757,266.41	3.8%
9) Other Outgo	9000-9999	Except 7600-7699	2,448,386.20	2,853,293.00	5,301,679.20	2,672,563.00	2,925,537.00	5,598,100.00	5.6%
10) TOTAL EXPENDITURES			425,721,823.91	203,537,810.12	629,259,634.03	428,638,786.29	197,422,765.74	626,061,552.03	-0.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>									
			112,401,657.72	(77,047,556.72)	35,354,101.00	99,620,545.77	(81,996,915.37)	17,623,630.40	-50.2%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	1,034.94	0.00	1,034.94	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	19,605,965.73	0.00	19,605,965.73	6,828,415.93	0.00	6,828,415.93	-65.2%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(78,024,872.88)	78,024,872.88	0.00	(81,820,349.75)	81,820,349.75	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(97,629,803.67)	78,024,872.88	(19,604,930.79)	(88,648,765.68)	81,820,349.75	(6,828,415.93)	-65.2%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			14,771,854.05	977,316.16	15,749,170.21	10,971,780.09	(176,565.62)	10,795,214.47	-31.5%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	40,332,184.38	9,988,327.04	50,320,511.42	55,104,038.43	10,965,643.20	66,069,681.63	31.3%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)		9795	40,332,184.38	9,988,327.04	50,320,511.42	55,104,038.43	10,965,643.20	66,069,681.63	31.3%
d) Other Restatements			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,332,184.38	9,988,327.04	50,320,511.42	55,104,038.43	10,965,643.20	66,069,681.63	31.3%
2) Ending Balance, June 30 (E + F1e)			55,104,038.43	10,965,643.20	66,069,681.63	66,075,818.52	10,789,077.58	76,864,896.10	16.3%
Components of Ending Fund Balance									
a) Nonspendable			170,000.00	0.00	170,000.00	170,000.00	0.00	170,000.00	0.0%
Revolving Cash			1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.0%
Stores			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted			0.00	10,965,643.20	10,965,643.20	0.00	10,789,077.58	10,789,077.58	-1.6%
c) Committed			7,547,581.70	0.00	7,547,581.70	7,547,581.70	0.00	7,547,581.70	0.0%
Stabilization Arrangements			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned			33,409,144.73	0.00	33,409,144.73	44,700,437.46	0.00	44,700,437.46	33.8%
Other Assignments (by Resource/Object)						43,680.01		43,680.01	
0032 Civic Center	0000								
0033 Godinez Rental	0000					20,248.38		20,248.38	
0308 QZAB Solar Energy	0000					2,072,197.05		2,072,197.05	
0703 LIFI contract	0000					350,000.00		350,000.00	
0720 15-16 One-time Discretionary Fun-	0000					6,553,106.29		6,553,106.29	
0720 SAEA 1% one-time off schedule p.	0000					2,816,584.20		2,816,584.20	
0000 SAEA 1% Ongoing Salary Raise	0000					2,816,584.20		2,816,584.20	
0803 Instructional Materials	0000					3,089,074.19		3,089,074.19	
0000 Declining Enrollment	0000					26,938,963.14		26,938,963.14	
0032 Civic Center	0000		43,680.01		43,680.01				
0033 Godinez Rental	0000		20,248.38		20,248.38				
0308 QZAB Solar Energy	0000		1,306,086.06		1,306,086.06				

Description	Function Codes	Object Codes	2015-16 Estimated Actuals			2016-17 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
0720 15-16 One-time Discretionary Fun	0000	9780	11,857,490.49		11,857,490.49				
0803 Instructional Materials	0000	9780	2,739,074.19		2,739,074.19				
0000 Declining Enrollment	0000	9780	17,442,565.60		17,442,565.60				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	12,977,312.00	0.00	12,977,312.00	12,657,799.36	0.00	12,657,799.36	-2.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

July 1 Budget  
 General Fund  
 Exhibit: Restricted Balance Detail

Santa Ana Unified  
 Orange County

30 66670 0000000  
 Form 01

Resource	Description	2015-16 Estimated Actuals	2016-17 Budget
5640	Medi-Cal Billing Option	279,689.70	196,864.42
6230	California Clean Energy Jobs Act	2,500,288.32	2,500,288.32
6264	Educator Effectiveness	3,902,607.00	3,902,607.00
6512	Special Ed: Mental Health Services	228,330.80	651,503.92
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectio	1,371,170.78	1,726,257.32
9010	Other Restricted Local	2,683,556.60	1,811,556.60
Total, Restricted Balance		10,965,643.20	10,789,077.58

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	1,065,194.00	1,940,956.00	82.2%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	57,567.64	112,565.00	95.5%
4) Other Local Revenue		8600-8799	2,000.00	2,000.00	0.0%
5) TOTAL, REVENUES			1,124,761.64	2,055,521.00	82.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	597,601.89	888,541.40	48.7%
2) Classified Salaries		2000-2999	244,768.23	391,995.00	60.1%
3) Employee Benefits		3000-3999	300,471.17	494,159.42	64.5%
4) Books and Supplies		4000-4999	243,479.38	52,715.00	-78.3%
5) Services and Other Operating Expenditures		5000-5999	69,721.89	13,200.00	-81.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,456,042.56	1,840,610.82	26.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>					
			(331,280.92)	214,910.18	-164.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	365,813.17	106,699.00	-70.8%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			365,813.17	106,699.00	-70.8%



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			34,532.25	321,609.18	831.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	34,532.25	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	34,532.25	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	34,532.25	New
2) Ending Balance, June 30 (E + F1e)			34,532.25	356,141.43	931.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	34,532.25	61,693.25	78.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	294,448.18	New
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
<b>TOTAL, ASSETS</b>			<b>0.00</b>		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
<b>2) TOTAL, DEFERRED OUTFLOWS</b>			<b>0.00</b>		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
<b>6) TOTAL, LIABILITIES</b>			<b>0.00</b>		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
<b>2) TOTAL, DEFERRED INFLOWS</b>			<b>0.00</b>		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>LCFF SOURCES</b>					
Principal Apportionment State Aid - Current Year		8011	785,816.00	1,445,491.00	83.9%
Education Protection Account State Aid - Current Year		8012	24,352.00	42,400.00	74.1%
State Aid - Prior Years		8019	0.00	0.00	0.0%
<b>LCFF Transfers</b>					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	255,026.00	453,065.00	77.7%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>1,065,194.00</b>	<b>1,940,956.00</b>	<b>82.2%</b>
<b>FEDERAL REVENUE</b>					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low- Income and Neglected	3010	8290	0.00	0.00	0.0%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	0.00	0.00	0.0%
NCLB: Title III, Immigrant Education Program	4201	8290	0.00	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	0.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other No Child Left Behind	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,704.64	2,968.00	74.1%
Lottery - Unrestricted and Instructional Materials		8560	22,895.00	40,078.00	75.1%
School Based Coordination Program	7250	8590	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.0%
Common Core State Standards Implementation Funds	7405	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	32,968.00	69,519.00	110.9%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>57,567.64</b>	<b>112,565.00</b>	<b>95.5%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,000.00	2,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,000.00</b>	<b>2,000.00</b>	<b>0.0%</b>
<b>TOTAL REVENUES</b>			<b>1,124,761.64</b>	<b>2,055,521.00</b>	<b>82.8%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	500,574.79	758,431.40	51.5%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	130,110.00	New
Other Certificated Salaries		1900	97,027.10	0.00	-100.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>597,601.89</b>	<b>888,541.40</b>	<b>48.7%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	57,488.09	81,110.00	41.1%
Classified Support Salaries		2200	41,039.71	50,640.00	23.4%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	109,368.58	217,900.00	99.2%
Other Classified Salaries		2900	36,871.85	42,345.00	14.8%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>244,768.23</b>	<b>391,995.00</b>	<b>60.1%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	95,101.29	181,297.07	90.6%
PERS		3201-3202	22,122.69	43,822.27	98.1%
OASDI/Medicare/Alternative		3301-3302	25,615.34	39,386.65	53.8%
Health and Welfare Benefits		3401-3402	123,414.54	155,922.66	26.3%
Unemployment Insurance		3501-3502	405.23	640.30	58.0%
Workers' Compensation		3601-3602	11,806.53	19,228.28	62.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	22,005.55	53,862.19	144.8%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>300,471.17</b>	<b>494,159.42</b>	<b>64.5%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	106,383.46	52,715.00	-50.4%
Noncapitalized Equipment		4400	137,095.92	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>243,479.38</b>	<b>52,715.00</b>	<b>-78.3%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	3,792.00	1,000.00	-73.6%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	3,153.62	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	62,776.27	12,200.00	-80.6%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>69,721.89</b>	<b>13,200.00</b>	<b>-81.1%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>1,456,042.56</b>	<b>1,840,610.82</b>	<b>26.4%</b>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	365,813.17	106,699.00	-70.8%
(a) TOTAL, INTERFUND TRANSFERS IN			365,813.17	106,699.00	-70.8%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>					
(a - b + c - d + e)			365,813.17	106,699.00	-70.8%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	1,065,194.00	1,940,956.00	82.2%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	57,567.64	112,565.00	95.5%
4) Other Local Revenue		8600-8799	2,000.00	2,000.00	0.0%
5) TOTAL, REVENUES			1,124,761.64	2,055,521.00	82.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		1,099,056.39	1,293,378.21	17.7%
2) Instruction - Related Services	2000-2999		295,227.71	482,880.92	63.6%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	200.00	New
8) Plant Services	8000-8999		61,758.46	64,151.69	3.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,456,042.56	1,840,610.82	26.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(331,280.92)	214,910.18	-164.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	365,813.17	106,699.00	-70.8%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			365,813.17	106,699.00	-70.8%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			34,532.25	321,609.18	831.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	34,532.25	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	34,532.25	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	34,532.25	New
2) Ending Balance, June 30 (E + F1e)			34,532.25	356,141.43	931.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			34,532.25	61,693.25	78.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	294,448.18	New
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
6300	Lottery: Instructional Materials	5,186.00	14,264.00
6500	Special Education	29,346.25	47,429.25
Total, Restricted Balance		<u>34,532.25</u>	<u>61,693.25</u>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,633.36	0.00	-100.0%
3) Other State Revenue		8300-8599	3,807,699.55	3,743,964.00	-1.7%
4) Other Local Revenue		8600-8799	21,000.00	1,500.00	-92.9%
5) TOTAL, REVENUES			3,838,332.91	3,745,464.00	-2.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	1,862,859.16	1,874,201.29	0.6%
2) Classified Salaries		2000-2999	319,648.89	359,396.55	12.4%
3) Employee Benefits		3000-3999	1,000,970.99	1,162,664.74	16.2%
4) Books and Supplies		4000-4999	338,057.08	117,834.54	-65.1%
5) Services and Other Operating Expenditures		5000-5999	74,582.43	44,350.00	-40.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	226,581.00	185,516.88	-18.1%
9) TOTAL, EXPENDITURES			3,822,699.55	3,743,964.00	-2.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>					
			15,633.36	1,500.00	-90.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			15,633.36	1,500.00	-90.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	86,633.52	102,266.88	18.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			86,633.52	102,266.88	18.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			86,633.52	102,266.88	18.0%
2) Ending Balance, June 30 (E + F1e)			102,266.88	103,766.88	1.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	102,266.88	103,766.88	1.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low- Income and Neglected	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	9,633.36	0.00	-100.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>9,633.36</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	3,591,073.00	3,602,034.00	0.3%
All Other State Revenue	All Other	8590	216,626.55	141,930.00	-34.5%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>3,807,699.55</b>	<b>3,743,964.00</b>	<b>-1.7%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	6,000.00	1,500.00	-75.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	15,000.00	0.00	-100.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>21,000.00</b>	<b>1,500.00</b>	<b>-92.9%</b>
<b>TOTAL, REVENUES</b>			<b>3,838,332.91</b>	<b>3,745,464.00</b>	<b>-2.4%</b>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	1,663,570.54	1,662,755.04	0.0%
Certificated Pupil Support Salaries		1200	24,940.62	36,353.23	45.8%
Certificated Supervisors' and Administrators' Salaries		1300	58,824.00	58,824.00	0.0%
Other Certificated Salaries		1900	115,524.00	116,269.02	0.6%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>1,862,859.16</b>	<b>1,874,201.29</b>	<b>0.6%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	42,785.35	56,664.00	32.4%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	35,791.35	New
Clerical, Technical and Office Salaries		2400	121,627.54	112,081.20	-7.8%
Other Classified Salaries		2900	155,236.00	154,860.00	-0.2%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>319,648.89</b>	<b>359,396.55</b>	<b>12.4%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	248,119.16	317,979.52	28.2%
PERS		3201-3202	73,346.25	80,832.17	10.2%
OASDI/Medicare/Alternative		3301-3302	67,595.90	71,314.40	5.5%
Health and Welfare Benefits		3401-3402	517,817.00	564,591.48	9.0%
Unemployment Insurance		3501-3502	1,086.16	1,115.63	2.7%
Workers' Compensation		3601-3602	31,582.70	33,468.99	6.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	61,423.82	93,362.55	52.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,000,970.99</b>	<b>1,162,664.74</b>	<b>16.2%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	327,907.08	117,834.54	-64.1%
Noncapitalized Equipment		4400	10,150.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>338,057.08</b>	<b>117,834.54</b>	<b>-65.1%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	18,350.00	20,250.00	10.4%
Dues and Memberships		5300	400.00	400.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,100.00	3,100.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	14,400.00	14,400.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	38,132.43	6,000.00	-84.3%
Communications		5900	200.00	200.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>74,582.43</b>	<b>44,350.00</b>	<b>-40.5%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	226,581.00	185,516.88	-18.1%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>226,581.00</b>	<b>185,516.88</b>	<b>-18.1%</b>
<b>TOTAL, EXPENDITURES</b>			<b>3,822,699.55</b>	<b>3,743,964.00</b>	<b>-2.1%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,633.36	0.00	-100.0%
3) Other State Revenue		8300-8599	3,807,699.55	3,743,964.00	-1.7%
4) Other Local Revenue		8600-8799	21,000.00	1,500.00	-92.9%
5) TOTAL, REVENUES			3,838,332.91	3,745,464.00	-2.4%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		2,869,266.06	2,762,085.69	-3.7%
2) Instruction - Related Services	2000-2999		458,975.14	509,139.84	10.9%
3) Pupil Services	3000-3999		267,877.35	287,221.59	7.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		226,581.00	185,516.88	-18.1%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,822,699.55	3,743,964.00	-2.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			15,633.36	1,500.00	-90.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			15,633.36	1,500.00	-90.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	86,633.52	102,266.88	18.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			86,633.52	102,266.88	18.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			86,633.52	102,266.88	18.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	102,266.88	103,766.88	1.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
6130	Child Development: Center-Based Reserve Account	102,266.88	103,766.88
Total, Restricted Balance		<u>102,266.88</u>	<u>103,766.88</u>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	31,891,741.00	31,785,263.00	-0.3%
3) Other State Revenue		8300-8599	2,281,592.00	2,234,070.00	-2.1%
4) Other Local Revenue		8600-8799	2,070,200.00	2,066,000.00	-0.2%
5) TOTAL, REVENUES			36,243,533.00	36,085,333.00	-0.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	10,300,000.00	11,425,000.00	10.9%
3) Employee Benefits		3000-3999	5,350,000.00	6,110,874.00	14.2%
4) Books and Supplies		4000-4999	15,260,140.00	16,425,000.00	7.6%
5) Services and Other Operating Expenditures		5000-5999	1,090,000.00	2,000,000.00	83.5%
6) Capital Outlay		6000-6999	2,225,000.00	1,250,000.00	-43.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,632,977.00	1,833,417.00	12.3%
9) TOTAL, EXPENDITURES			35,858,117.00	39,044,291.00	8.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			385,416.00	(2,958,958.00)	-867.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	624,667.00	524,392.93	-16.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			624,667.00	524,392.93	-16.1%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,010,083.00	(2,434,565.07)	-341.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	21,769,516.57	22,779,599.57	4.6%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			21,769,516.57	22,779,599.57	4.6%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			21,769,516.57	22,779,599.57	4.6%
2) Ending Balance, June 30 (E + F1e)					
			22,779,599.57	20,345,034.50	-10.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	22,779,599.57	20,345,034.50	-10.7%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	31,891,741.00	31,785,263.00	-0.3%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>31,891,741.00</b>	<b>31,785,263.00</b>	<b>-0.3%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	2,281,592.00	2,234,070.00	-2.1%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,281,592.00</b>	<b>2,234,070.00</b>	<b>-2.1%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	2,500.00	0.00	-100.0%
Food Service Sales		8634	1,159,700.00	1,070,000.00	-7.7%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	110,000.00	110,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	798,000.00	886,000.00	11.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,070,200.00</b>	<b>2,066,000.00</b>	<b>-0.2%</b>
<b>TOTAL, REVENUES</b>			<b>36,243,533.00</b>	<b>36,085,333.00</b>	<b>-0.4%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	8,767,000.00	9,910,000.00	13.0%
Classified Supervisors' and Administrators' Salaries		2300	1,437,000.00	1,434,000.00	-0.2%
Clerical, Technical and Office Salaries		2400	96,000.00	81,000.00	-15.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>10,300,000.00</b>	<b>11,425,000.00</b>	<b>10.9%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	987,900.00	1,356,874.00	37.3%
OASDI/Medicare/Alternative		3301-3302	688,600.00	823,000.00	19.5%
Health and Welfare Benefits		3401-3402	3,070,170.00	3,257,000.00	6.1%
Unemployment Insurance		3501-3502	6,230.00	7,000.00	12.4%
Workers' Compensation		3601-3602	146,900.00	180,000.00	22.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	450,200.00	487,000.00	8.2%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>5,350,000.00</b>	<b>6,110,874.00</b>	<b>14.2%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	617,640.00	440,000.00	-28.8%
Noncapitalized Equipment		4400	432,500.00	1,560,000.00	260.7%
Food		4700	14,210,000.00	14,425,000.00	1.5%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>15,260,140.00</b>	<b>16,425,000.00</b>	<b>7.6%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	43,640.00	0.00	-100.0%
Travel and Conferences		5200	83,500.00	85,000.00	1.8%
Dues and Memberships		5300	4,000.00	5,000.00	25.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	207,000.00	195,000.00	-5.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	366,760.00	804,500.00	119.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	23,000.00	12,000.00	-47.8%
Professional/Consulting Services and Operating Expenditures		5800	358,000.00	896,500.00	150.4%
Communications		5900	4,100.00	2,000.00	-51.2%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,090,000.00</b>	<b>2,000,000.00</b>	<b>83.5%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	173,250.00	250,000.00	44.3%
Equipment		6400	2,051,750.00	1,000,000.00	-51.3%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>2,225,000.00</b>	<b>1,250,000.00</b>	<b>-43.8%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	1,632,977.00	1,833,417.00	12.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>1,632,977.00</b>	<b>1,833,417.00</b>	<b>12.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>35,858,117.00</b>	<b>39,044,291.00</b>	<b>8.9%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	624,667.00	524,392.93	-16.1%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>624,667.00</b>	<b>524,392.93</b>	<b>-16.1%</b>
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>624,667.00</b>	<b>524,392.93</b>	<b>-16.1%</b>

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	31,891,741.00	31,785,263.00	-0.3%
3) Other State Revenue		8300-8599	2,281,592.00	2,234,070.00	-2.1%
4) Other Local Revenue		8600-8799	2,070,200.00	2,066,000.00	-0.2%
5) TOTAL REVENUES			36,243,533.00	36,085,333.00	-0.4%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		33,636,200.00	36,638,874.00	8.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		208,690.00	127,000.00	-39.1%
7) General Administration	7000-7999		1,632,977.00	1,833,417.00	12.3%
8) Plant Services	8000-8999		380,250.00	445,000.00	17.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			35,858,117.00	39,044,291.00	8.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			385,416.00	(2,958,958.00)	-867.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	624,667.00	524,392.93	-16.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			624,667.00	524,392.93	-16.1%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,010,083.00	(2,434,565.07)	-341.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,769,516.57	22,779,599.57	4.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,769,516.57	22,779,599.57	4.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,769,516.57	22,779,599.57	4.6%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	22,779,599.57	20,345,034.50	-10.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	22,779,599.57	20,345,034.50
Total, Restricted Balance		<u>22,779,599.57</u>	<u>20,345,034.50</u>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	2,229,752.00	4,003,028.33	79.5%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	12,367.69	9,548.00	-22.8%
5) TOTAL, REVENUES			2,242,119.69	4,012,576.33	79.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	491,272.50	499,568.00	1.7%
3) Employee Benefits		3000-3999	219,638.77	239,095.00	8.9%
4) Books and Supplies		4000-4999	1,073,217.00	1,323,217.00	23.3%
5) Services and Other Operating Expenditures		5000-5999	1,969,345.00	1,932,338.00	-1.9%
6) Capital Outlay		6000-6999	155,000.31	155,000.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,908,473.58	4,149,218.00	6.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,666,353.89)	(136,641.67)	-91.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,666,353.89)	(136,641.67)	-91.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,802,995.56	136,641.67	-92.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,802,995.56	136,641.67	-92.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,802,995.56	136,641.67	-92.4%
2) Ending Balance, June 30 (E + F1e)			136,641.67	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	136,641.67	0.00	-100.0%
Maintenance Projects	0000	9780	136,641.67		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	2,229,752.00	4,003,028.33	79.5%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>2,229,752.00</b>	<b>4,003,028.33</b>	<b>79.5%</b>
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	9,548.00	9,548.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	98.09	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	2,721.60	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>12,367.69</b>	<b>9,548.00</b>	<b>-22.8%</b>
<b>TOTAL, REVENUES</b>			<b>2,242,119.69</b>	<b>4,012,576.33</b>	<b>79.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	491,272.50	499,568.00	1.7%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>491,272.50</b>	<b>499,568.00</b>	<b>1.7%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	56,686.63	64,541.00	13.9%
OASDI/Medicare/Alternative		3301-3302	37,167.17	38,217.00	2.8%
Health and Welfare Benefits		3401-3402	102,585.46	107,079.00	4.4%
Unemployment Insurance		3501-3502	239.33	250.00	4.5%
Workers' Compensation		3601-3602	7,213.16	7,494.00	3.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	15,747.02	21,514.00	36.6%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>219,638.77</b>	<b>239,095.00</b>	<b>8.9%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	768,217.00	768,217.00	0.0%
Noncapitalized Equipment		4400	305,000.00	555,000.00	82.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>1,073,217.00</b>	<b>1,323,217.00</b>	<b>23.3%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,967,845.00	1,930,838.00	-1.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,500.00	1,500.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,969,345.00</b>	<b>1,932,338.00</b>	<b>-1.9%</b>
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	85,000.00	85,000.00	0.0%
Equipment Replacement		6500	70,000.31	70,000.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>155,000.31</b>	<b>155,000.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>3,908,473.58</b>	<b>4,149,218.00</b>	<b>6.2%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	2,229,752.00	4,003,028.33	79.5%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	12,367.69	9,548.00	-22.8%
5) TOTAL REVENUES			2,242,119.69	4,012,576.33	79.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		3,908,473.58	4,149,218.00	6.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			3,908,473.58	4,149,218.00	6.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(1,666,353.89)	(136,641.67)	-91.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,666,353.89)	(136,641.67)	-91.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,802,995.56	136,641.67	-92.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,802,995.56	136,641.67	-92.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,802,995.56	136,641.67	-92.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	136,641.67	0.00	-100.0%
Maintenance Projects	0000	9780	136,641.67		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	901.52	0.00	-100.0%
5) TOTAL REVENUES			901.52	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>					
			901.52	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,034.94	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(1,034.94)	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(133.42)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	133.42	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			133.42	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			133.42	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.33	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	901.19	0.00	-100.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			901.52	0.00	-100.0%
<b>TOTAL, REVENUES</b>			901.52	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	1,034.94	0.00	-100.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			1,034.94	0.00	-100.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			(1,034.94)	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	901.52	0.00	-100.0%
5) TOTAL, REVENUES			901.52	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			901.52	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,034.94	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,034.94)	0.00	-100.0%



Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(133.42)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	133.42	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			133.42	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			133.42	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	11,000.00	0.00	-100.0%
5) TOTAL, REVENUES			11,000.00	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			11,000.00	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	12,025,822.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			12,025,822.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			12,036,822.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,000,000.00	15,036,822.00	401.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,000,000.00	15,036,822.00	401.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,000,000.00	15,036,822.00	401.2%
2) Ending Balance, June 30 (E + F1e)			15,036,822.00	15,036,822.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	15,036,822.00	15,036,822.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	11,000.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			11,000.00	0.00	-100.0%
<b>TOTAL, REVENUES</b>			11,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	12,025,822.00	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			12,025,822.00	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			12,025,822.00	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	11,000.00	0.00	-100.0%
5) TOTAL, REVENUES			11,000.00	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			11,000.00	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	12,025,822.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			12,025,822.00	0.00	-100.0%



July 1 Budget  
Special Reserve Fund for Postemployment Benefits  
Expenditures by Function

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			12,036,822.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,000,000.00	15,036,822.00	401.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,000,000.00	15,036,822.00	401.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,000,000.00	15,036,822.00	401.2%
2) Ending Balance, June 30 (E + F1e)			15,036,822.00	15,036,822.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	15,036,822.00	15,036,822.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	44,218.19	34,435.00	-22.1%
5) TOTAL, REVENUES			44,218.19	34,435.00	-22.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,199.09	0.00	-100.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	13,487.46	11,542.50	-14.4%
6) Capital Outlay		6000-6999	8,100,020.66	531,984.00	-93.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,114,707.21	543,526.50	-93.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(8,070,489.02)	(509,091.50)	-93.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	154.18	0.00	-100.0%
b) Transfers Out		7600-7629	149.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			5.18	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,070,483.84)	(509,091.50)	-93.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,959,766.23	2,889,282.39	-73.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,959,766.23	2,889,282.39	-73.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,959,766.23	2,889,282.39	-73.6%
2) Ending Balance, June 30 (E + F1e)			2,889,282.39	2,380,190.89	-17.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,880,671.15	2,371,904.65	-17.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	8,611.24	8,286.24	-3.8%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	38,655.29	34,435.00	-10.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	562.90	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	5,000.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>44,218.19</b>	<b>34,435.00</b>	<b>-22.1%</b>
<b>TOTAL, REVENUES</b>			<b>44,218.19</b>	<b>34,435.00</b>	<b>-22.1%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	1,199.09	0.00	-100.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			1,199.09	0.00	-100.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	13,487.46	11,542.50	-14.4%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>13,487.46</b>	<b>11,542.50</b>	<b>-14.4%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	8,030,591.48	531,984.00	-93.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	69,429.18	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>8,100,020.66</b>	<b>531,984.00</b>	<b>-93.4%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>8,114,707.21</b>	<b>543,526.50</b>	<b>-93.3%</b>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	154.18	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			154.18	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	149.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			149.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>5.18</b>	<b>0.00</b>	<b>-100.0%</b>

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	44,218.19	34,435.00	-22.1%
5) TOTAL REVENUES			44,218.19	34,435.00	-22.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		8,114,707.21	543,526.50	-93.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			8,114,707.21	543,526.50	-93.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(8,070,489.02)	(509,091.50)	-93.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	154.18	0.00	-100.0%
b) Transfers Out		7600-7629	149.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			5.18	0.00	-100.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,070,483.84)	(509,091.50)	-93.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,959,766.23	2,889,282.39	-73.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,959,766.23	2,889,282.39	-73.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,959,766.23	2,889,282.39	-73.6%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	2,880,671.15	2,371,904.65	-17.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	8,611.24	8,286.24	-3.8%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
9010	Other Restricted Local	2,880,671.15	2,371,904.65
Total, Restricted Balance		<u>2,880,671.15</u>	<u>2,371,904.65</u>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,369,539.59	5,700,000.00	69.2%
5) TOTAL, REVENUES			3,369,539.59	5,700,000.00	69.2%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	257,389.43	37,000.00	-85.6%
6) Capital Outlay		6000-6999	4,070,520.11	5,178,700.24	27.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,327,909.54	5,215,700.24	20.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(958,369.95)	484,299.76	-150.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(958,369.95)	484,299.76	-150.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,657,570.25	9,699,200.30	-9.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,657,570.25	9,699,200.30	-9.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,657,570.25	9,699,200.30	-9.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	9,699,200.30	10,183,500.06	5.0%
Future construction projects	0000	9780		10,183,500.06	
Future construction projects	0000	9780	9,699,200.30		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
<b>9) TOTAL, ASSETS</b>			<b>0.00</b>		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
<b>2) TOTAL, DEFERRED OUTFLOWS</b>			<b>0.00</b>		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
<b>6) TOTAL, LIABILITIES</b>			<b>0.00</b>		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
<b>2) TOTAL, DEFERRED INFLOWS</b>			<b>0.00</b>		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	2,900,000.00	2,900,000.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	49,283.49	50,000.00	1.5%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	175.57	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees					
		8681	231,435.53	250,000.00	8.0%
Other Local Revenue					
All Other Local Revenue					
		8699	188,645.00	2,500,000.00	1225.2%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			3,369,539.59	5,700,000.00	69.2%
<b>TOTAL, REVENUES</b>			3,369,539.59	5,700,000.00	69.2%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	6,500.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	21,000.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	229,889.43	37,000.00	-83.9%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>257,389.43</b>	<b>37,000.00</b>	<b>-85.6%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	750.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	4,046,608.38	5,178,700.24	28.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	23,161.73	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>4,070,520.11</b>	<b>5,178,700.24</b>	<b>27.2%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>4,327,909.54</b>	<b>5,215,700.24</b>	<b>20.5%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,369,539.59	5,700,000.00	69.2%
5) TOTAL, REVENUES			3,369,539.59	5,700,000.00	69.2%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		114,889.43	37,000.00	-67.8%
8) Plant Services	8000-8999		4,213,020.11	5,178,700.24	22.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,327,909.54	5,215,700.24	20.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(958,369.95)	484,299.76	-150.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(958,369.95)	484,299.76	-150.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,657,570.25	9,699,200.30	-9.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,657,570.25	9,699,200.30	-9.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,657,570.25	9,699,200.30	-9.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	9,699,200.30	10,183,500.06	5.0%
Future construction projects	0000	9780		10,183,500.06	
Future construction projects	0000	9780	9,699,200.30		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	128,388.22	130,000.00	1.3%
5) TOTAL, REVENUES			128,388.22	130,000.00	1.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	17,078.48	18,000.00	5.4%
6) Capital Outlay		6000-6999	4,159,983.71	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,177,062.19	18,000.00	-99.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(4,048,673.97)	112,000.00	-102.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(4,048,673.97)	112,000.00	-102.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	29,275,154.36	25,226,480.39	-13.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			29,275,154.36	25,226,480.39	-13.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			29,275,154.36	25,226,480.39	-13.8%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	25,226,480.39	25,338,480.39	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
<b>TOTAL, ASSETS</b>			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
<b>2) TOTAL, DEFERRED OUTFLOWS</b>			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
<b>6) TOTAL, LIABILITIES</b>			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
<b>2) TOTAL, DEFERRED INFLOWS</b>			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	128,058.45	130,000.00	1.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	329.77	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			128,388.22	130,000.00	1.3%
<b>TOTAL, REVENUES</b>			128,388.22	130,000.00	1.3%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	17,078.48	18,000.00	5.4%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>17,078.48</b>	<b>18,000.00</b>	<b>5.4%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,674,023.61	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	485,960.10	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>4,159,983.71</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>4,177,062.19</b>	<b>18,000.00</b>	<b>-99.6%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	128,388.22	130,000.00	1.3%
5) TOTAL, REVENUES			128,388.22	130,000.00	1.3%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		4,177,062.19	18,000.00	-99.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,177,062.19	18,000.00	-99.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(4,048,673.97)	112,000.00	-102.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(4,048,673.97)	112,000.00	-102.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	29,275,154.36	25,226,480.39	-13.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			29,275,154.36	25,226,480.39	-13.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			29,275,154.36	25,226,480.39	-13.8%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance			25,226,480.39	25,338,480.39	0.4%
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			25,226,480.39	25,338,480.39	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
7710	State School Facilities Projects	25,226,480.39	25,338,480.39
Total, Restricted Balance		<u>25,226,480.39</u>	<u>25,338,480.39</u>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	51,211,121.51	0.00	-100.0%
4) Other Local Revenue		8600-8799	549,071.11	381,000.00	-30.6%
5) TOTAL, REVENUES			51,760,192.62	381,000.00	-99.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	71,010.00	85,212.00	20.0%
3) Employee Benefits		3000-3999	30,937.60	38,932.00	25.8%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	161,540.03	8,000.00	-95.0%
6) Capital Outlay		6000-6999	65,384,808.31	2,556,218.63	-96.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			65,648,295.94	2,688,362.63	-95.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(13,888,103.32)	(2,307,362.63)	-83.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,567,096.00	1,193,757.00	-53.5%
b) Transfers Out		7600-7629	1,441,536.00	1,442,106.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,125,560.00	(248,349.00)	-122.1%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(12,762,543.32)	(2,555,711.63)	-80.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,076,413.50	3,313,870.18	-79.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,076,413.50	3,313,870.18	-79.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,076,413.50	3,313,870.18	-79.4%
2) Ending Balance, June 30 (E + F1e)			3,313,870.18	758,158.55	-77.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	1,827,067.06	357,067.06	-80.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
Future capital outlay projects	0000	9780	1,486,803.12	401,091.49	-73.0%
Future capital outlay projects	0000	9780	1,486,803.12	401,091.49	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	51,211,121.51	0.00	-100.0%
<b>TOTAL, OTHER STATE REVENUE</b>			51,211,121.51	0.00	-100.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Fees and Rentals		8650	0.00	0.00	0.0%
Interest		8660	298,633.07	38,412.68	-87.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	438.04	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	250,000.00	342,587.32	37.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			549,071.11	381,000.00	-30.6%
<b>TOTAL, REVENUES</b>			51,760,192.62	381,000.00	-99.3%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	71,010.00	85,212.00	20.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>71,010.00</b>	<b>85,212.00</b>	<b>20.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	8,412.60	11,120.00	32.2%
OASDI/Medicare/Alternative		3301-3302	5,408.80	6,519.00	20.5%
Health and Welfare Benefits		3401-3402	12,948.10	16,265.00	25.6%
Unemployment Insurance		3501-3502	35.40	43.00	21.5%
Workers' Compensation		3601-3602	1,043.80	1,278.00	22.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	3,088.90	3,707.00	20.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>30,937.60</b>	<b>38,932.00</b>	<b>25.8%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	14,995.60	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	146,544.43	8,000.00	-94.5%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>161,540.03</b>	<b>8,000.00</b>	<b>-95.0%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	64,955,834.23	1,586,218.63	-97.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	428,974.08	0.00	-100.0%
Equipment Replacement		6500	0.00	970,000.00	New
<b>TOTAL, CAPITAL OUTLAY</b>			<b>65,384,808.31</b>	<b>2,556,218.63</b>	<b>-96.1%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>65,648,295.94</b>	<b>2,688,362.63</b>	<b>-95.9%</b>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	2,567,096.00	1,193,757.00	-53.5%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>2,567,096.00</b>	<b>1,193,757.00</b>	<b>-53.5%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,441,536.00	1,442,106.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>1,441,536.00</b>	<b>1,442,106.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			1,125,560.00	(248,349.00)	-122.1%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	51,211,121.51	0.00	-100.0%
4) Other Local Revenue		8600-8799	549,071.11	381,000.00	-30.6%
5) TOTAL REVENUES			51,760,192.62	381,000.00	-99.3%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		65,648,295.94	2,688,362.63	-95.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			65,648,295.94	2,688,362.63	-95.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(13,888,103.32)	(2,307,362.63)	-83.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,567,096.00	1,193,757.00	-53.5%
b) Transfers Out		7600-7629	1,441,536.00	1,442,106.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			1,125,560.00	(248,349.00)	-122.1%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(12,762,543.32)	(2,555,711.63)	-80.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,076,413.50	3,313,870.18	-79.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,076,413.50	3,313,870.18	-79.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,076,413.50	3,313,870.18	-79.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,827,067.06	357,067.06	-80.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,486,803.12	401,091.49	-73.0%
Future capital outlay projects	0000	9780		401,091.49	
Future capital outlay projects	0000	9780	1,486,803.12		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
9010	Other Restricted Local	1,827,067.06	357,067.06
Total, Restricted Balance		1,827,067.06	357,067.06

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,652.42	2,500.00	-5.7%
5) TOTAL, REVENUES			2,652.42	2,500.00	-5.7%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,228.72	5,500.00	-11.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,228.72	5,500.00	-11.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(3,576.30)	(3,000.00)	-16.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,576.30)	(3,000.00)	-16.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	831,754.55	828,178.25	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			831,754.55	828,178.25	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			831,754.55	828,178.25	-0.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	826,481.76	823,481.76	-0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,696.49	1,696.49	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
<b>TOTAL, ASSETS</b>			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
<b>2) TOTAL, DEFERRED OUTFLOWS</b>			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
<b>6) TOTAL, LIABILITIES</b>			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
<b>2) TOTAL, DEFERRED INFLOWS</b>			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,592.67	2,500.00	-3.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	59.75	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			2,652.42	2,500.00	-5.7%
<b>TOTAL, REVENUES</b>			2,652.42	2,500.00	-5.7%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
CPEB, Allocated		3701-3702	0.00	0.00	0.0%
CPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	6,228.72	5,500.00	-11.7%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>6,228.72</b>	<b>5,500.00</b>	<b>-11.7%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>6,228.72</b>	<b>5,500.00</b>	<b>-11.7%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>					
(a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,652.42	2,500.00	-5.7%
5) TOTAL, REVENUES			2,652.42	2,500.00	-5.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		6,228.72	5,500.00	-11.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			6,228.72	5,500.00	-11.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(3,576.30)	(3,000.00)	-16.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,576.30)	(3,000.00)	-16.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	831,754.55	828,178.25	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			831,754.55	828,178.25	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			831,754.55	828,178.25	-0.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	826,481.76	823,481.76	-0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,696.49	1,696.49	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
9010	Other Restricted Local	826,481.76	823,481.76
Total, Restricted Balance		<u>826,481.76</u>	<u>823,481.76</u>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	664,227.00	664,227.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	18,627,068.00	22,113,778.00	18.7%
5) TOTAL, REVENUES			19,291,295.00	22,778,005.00	18.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	19,610,984.00	19,610,984.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			19,610,984.00	19,610,984.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(319,689.00)	3,167,021.00	-1090.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(319,689.00)	3,167,021.00	-1090.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,027,239.00	19,707,550.00	-1.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,027,239.00	19,707,550.00	-1.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,027,239.00	19,707,550.00	-1.6%
2) Ending Balance, June 30 (E + F1e)			19,707,550.00	22,874,571.00	16.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,707,550.00	22,874,571.00	16.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	664,227.00	664,227.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>664,227.00</b>	<b>664,227.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	18,049,424.00	21,536,134.00	19.3%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	231,441.00	231,441.00	0.0%
Supplemental Taxes		8614	299,068.00	299,068.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	47,135.00	47,135.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>18,627,068.00</b>	<b>22,113,778.00</b>	<b>18.7%</b>
<b>TOTAL, REVENUES</b>			<b>19,291,295.00</b>	<b>22,778,005.00</b>	<b>18.1%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	8,041,665.00	8,041,665.00	0.0%
Bond Interest and Other Service Charges		7434	11,569,319.00	11,569,319.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>19,610,984.00</b>	<b>19,610,984.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>19,610,984.00</b>	<b>19,610,984.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	664,227.00	664,227.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	18,627,068.00	22,113,778.00	18.7%
5) TOTAL, REVENUES			19,291,295.00	22,778,005.00	18.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	19,610,984.00	19,610,984.00	0.0%
10) TOTAL, EXPENDITURES			19,610,984.00	19,610,984.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(319,689.00)	3,167,021.00	-1090.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(319,689.00)	3,167,021.00	-1090.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,027,239.00	19,707,550.00	-1.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,027,239.00	19,707,550.00	-1.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,027,239.00	19,707,550.00	-1.6%
2) Ending Balance, June 30 (E + F1e)			19,707,550.00	22,874,571.00	16.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,707,550.00	22,874,571.00	16.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
9010	Other Restricted Local	19,707,550.00	22,874,571.00
Total, Restricted Balance		19,707,550.00	22,874,571.00

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,324,463.00	1,211,175.00	-8.6%
5) TOTAL, REVENUES			1,324,463.00	1,211,175.00	-8.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	5,861,108.00	6,793,665.00	15.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,861,108.00	6,793,665.00	15.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(4,536,645.00)	(5,582,490.00)	23.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	5,209,103.05	6,190,673.00	18.8%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			5,209,103.05	6,190,673.00	18.8%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			672,458.05	608,183.00	-9.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,564,831.74	10,237,289.79	7.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,564,831.74	10,237,289.79	7.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,564,831.74	10,237,289.79	7.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,237,075.70	10,845,258.70	5.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	214.09	214.09	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
<b>TOTAL, ASSETS</b>			<b>0.00</b>		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
<b>2) TOTAL, DEFERRED OUTFLOWS</b>			<b>0.00</b>		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
<b>6) TOTAL, LIABILITIES</b>			<b>0.00</b>		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
<b>2) TOTAL, DEFERRED INFLOWS</b>			<b>0.00</b>		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Interest		8660	277,275.00	213,000.00	-23.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,047,188.00	998,175.00	-4.7%
<b>TOTAL, OTHER LOCAL REVENUE</b>			1,324,463.00	1,211,175.00	-8.6%
<b>TOTAL, REVENUES</b>			1,324,463.00	1,211,175.00	-8.6%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	2,476,108.00	2,373,665.00	-4.1%
Other Debt Service - Principal		7439	3,385,000.00	4,420,000.00	30.6%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			5,861,108.00	6,793,665.00	15.9%
<b>TOTAL, EXPENDITURES</b>			5,861,108.00	6,793,665.00	15.9%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	5,209,103.05	6,190,673.00	18.8%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>5,209,103.05</b>	<b>6,190,673.00</b>	<b>18.8%</b>
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>5,209,103.05</b>	<b>6,190,673.00</b>	<b>18.8%</b>

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,324,463.00	1,211,175.00	-8.6%
5) TOTAL, REVENUES			1,324,463.00	1,211,175.00	-8.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	5,861,108.00	6,793,665.00	15.9%
10) TOTAL, EXPENDITURES			5,861,108.00	6,793,665.00	15.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(4,536,645.00)	(5,582,490.00)	23.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	5,209,103.05	6,190,673.00	18.8%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			5,209,103.05	6,190,673.00	18.8%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			672,458.05	608,183.00	-9.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,564,831.74	10,237,289.79	7.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,564,831.74	10,237,289.79	7.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,564,831.74	10,237,289.79	7.0%
2) Ending Balance, June 30 (E + F1e)			10,237,289.79	10,845,472.79	5.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			10,237,075.70	10,845,258.70	5.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	214.09	214.09	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
9010	Other Restricted Local	10,237,075.70	10,845,258.70
Total, Restricted Balance		<u>10,237,075.70</u>	<u>10,845,258.70</u>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,572,054.83	20,846,443.20	6.5%
5) TOTAL, REVENUES			19,572,054.83	20,846,443.20	6.5%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	539,866.40	650,409.40	20.5%
3) Employee Benefits		3000-3999	10,796,630.11	11,845,752.80	9.7%
4) Books and Supplies		4000-4999	354,650.00	231,092.00	-34.8%
5) Services and Other Operating Expenses		5000-5999	8,818,530.00	6,759,478.00	-23.3%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			20,509,676.51	19,486,732.20	-5.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(937,621.68)	1,359,711.00	-245.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	255,000.00	255,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			255,000.00	255,000.00	0.0%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(682,621.68)	1,614,711.00	-336.5%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	16,223,755.76	15,541,134.08	-4.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,223,755.76	15,541,134.08	-4.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			16,223,755.76	15,541,134.08	-4.2%
2) Ending Net Position, June 30 (E + F1e)			15,541,134.08	17,155,845.08	10.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	15,541,134.08	17,155,845.08	10.4%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Net OPEB Obligation		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30					
(G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	159,862.00	159,860.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	2,438.83	0.00	-100.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	19,409,739.00	20,686,583.20	6.6%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	15.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>19,572,054.83</b>	<b>20,846,443.20</b>	<b>6.5%</b>
<b>TOTAL REVENUES</b>			<b>19,572,054.83</b>	<b>20,846,443.20</b>	<b>6.5%</b>

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	101,534.40	101,534.40	0.0%
Clerical, Technical and Office Salaries		2400	438,332.00	548,875.00	25.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			539,866.40	650,409.40	20.5%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	63,957.94	84,878.00	32.7%
OASDI/Medicare/Alternative		3301-3302	39,795.74	49,757.00	25.0%
Health and Welfare Benefits		3401-3402	69,289.08	93,126.00	34.4%
Unemployment Insurance		3501-3502	268.43	325.00	21.1%
Workers' Compensation		3601-3602	7,927.38	9,757.00	23.1%
OPEB, Allocated		3701-3702	10,598,005.00	11,579,617.80	9.3%
OPEB, Active Employees		3751-3752	17,386.54	28,292.00	62.7%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			10,796,630.11	11,845,752.80	9.7%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	34,600.00	24,092.00	-30.4%
Noncapitalized Equipment		4400	320,050.00	207,000.00	-35.3%
<b>TOTAL, BOOKS AND SUPPLIES</b>			354,650.00	231,092.00	-34.8%

Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	844.00	0.00	-100.0%
Travel and Conferences		5200	10,463.00	3,400.00	-67.5%
Dues and Memberships		5300	89,000.00	0.00	-100.0%
Insurance		5400-5450	3,409,424.00	2,800,000.00	-17.9%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	28,000.00	50,000.00	78.6%
Transfers of Direct Costs - Interfund		5750	7,000.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	5,273,299.00	3,905,578.00	-25.9%
Communications		5900	500.00	500.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>8,818,530.00</b>	<b>6,759,478.00</b>	<b>-23.3%</b>
<b>DEPRECIATION</b>					
Depreciation Expense		6900	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENSES</b>			<b>20,509,676.51</b>	<b>19,486,732.20</b>	<b>-5.0%</b>



Description	Resource Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	255,000.00	255,000.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			255,000.00	255,000.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			255,000.00	255,000.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,572,054.83	20,846,443.20	6.5%
5) TOTAL, REVENUES			19,572,054.83	20,846,443.20	6.5%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		20,509,676.51	19,486,732.20	-5.0%
General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			20,509,676.51	19,486,732.20	-5.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(937,621.68)	1,359,711.00	-245.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	255,000.00	255,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			255,000.00	255,000.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(682,621.68)	1,614,711.00	-336.5%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	16,223,755.76	15,541,134.08	-4.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,223,755.76	15,541,134.08	-4.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			16,223,755.76	15,541,134.08	-4.2%
2) Ending Net Position, June 30 (E + F1e)			15,541,134.08	17,155,845.08	10.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	15,541,134.08	17,155,845.08	10.4%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Estimated Actuals</u>	<u>2016-17 Budget</u>
	Total, Restricted Net Position	<u>0.00</u>	<u>0.00</u>

Description	2015-16 Estimated Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	49,885.29	49,739.72	50,957.54	48,140.95	48,000.47	49,863.52
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	49,885.29	49,739.72	50,957.54	48,140.95	48,000.47	49,863.52
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	21.46	21.46	21.46	21.46	21.46	21.46
b. Special Education-Special Day Class	18.09	18.09	18.09	18.09	18.09	18.09
c. Special Education-NPS/LCI	18.82	18.82	18.82	18.82	18.82	18.82
d. Special Education Extended Year	146.63	146.63	146.63	146.63	146.63	146.63
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. <b>Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	205.00	205.00	205.00	205.00	205.00	205.00
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	50,090.29	49,944.72	51,162.54	48,345.95	48,205.47	50,068.52
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2015-16 Estimated Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>1. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	121.76	121.76	121.76	212.00	212.00	212.00
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools	15.94	15.94	15.94	15.94	15.94	15.94
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	15.94	15.94	15.94	15.94	15.94	15.94
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	137.70	137.70	137.70	227.94	227.94	227.94
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	137.70	137.70	137.70	227.94	227.94	227.94

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	281,071,716.52	301	0.00	303	281,071,716.52	305	8,495,269.57		307	272,576,446.95	309
2000 - Classified Salaries	90,467,764.03	311	737,051.41	313	89,730,712.62	315	6,293,404.13		317	83,437,308.49	319
3000 - Employee Benefits	134,825,878.13	321	255,402.49	323	134,570,475.64	325	4,528,285.25		327	130,042,190.39	329
4000 - Books, Supplies Equip Replace. (6500)	36,461,714.89	331	823,308.77	333	35,638,406.12	335	3,412,471.04		337	32,225,935.08	339
5000 - Services . . . & 7300 - Indirect Costs	76,217,679.52	341	989,430.14	343	75,228,249.38	345	19,803,558.97		347	55,424,690.41	349
TOTAL					616,239,560.28	365			TOTAL	573,706,571.32	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object	EDP No.
1. Teacher Salaries as Per EC 41011 . . . . .	1100	375
2. Salaries of Instructional Aides Per EC 41011 . . . . .	2100	380
3. STRS . . . . .	3101 & 3102	382
4. PERS . . . . .	3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative . . . . .	3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans) . . . . .	3401 & 3402	385
7. Unemployment Insurance . . . . .	3501 & 3502	390
8. Workers' Compensation Insurance . . . . .	3601 & 3602	392
9. OPEB, Active Employees (EC 41372) . . . . .	3751 & 3752	393
10. Other Benefits (EC 22310) . . . . .	3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10) . . . . .		395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2 . . . . .		0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted) . . . . .		8,840,254.36
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)* . . . . .		396
14. TOTAL SALARIES AND BENEFITS . . . . .		344,661,553.95
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .		60.08%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	55.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	60.08%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369) . . . . .	573,706,571.32
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)





Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	273,347,085.73	301	0.00	303	273,347,085.73	305	7,563,039.54		307	265,784,046.19	309
2000 - Classified Salaries	93,377,663.55	311	610,684.13	313	92,766,979.42	315	6,333,114.12		317	86,433,865.30	319
3000 - Employee Benefits	149,037,145.29	321	246,479.65	323	148,790,665.64	325	4,369,206.20		327	144,421,459.44	329
4000 - Books, Supplies Equip Replace. (6500)	34,926,805.49	331	808,300.00	333	34,118,505.49	335	2,475,131.12		337	31,643,374.37	339
5000 - Services. . . & 7300 - Indirect Costs	65,045,971.41	341	131,773.61	343	64,914,197.80	345	21,256,320.55		347	43,657,877.25	349
TOTAL					613,937,434.08	365			TOTAL	571,940,622.55	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object	EDP No.
1. Teacher Salaries as Per EC 41011. . . . .	1100	225,577,109.73 375
2. Salaries of Instructional Aides Per EC 41011. . . . .	2100	27,060,004.14 380
3. STRS. . . . .	3101 & 3102	45,144,641.79 382
4. PERS. . . . .	3201 & 3202	3,537,027.38 383
5. OASDI - Regular, Medicare and Alternative. . . . .	3301 & 3302	5,587,922.85 384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .	3401 & 3402	37,206,788.95 385
7. Unemployment Insurance. . . . .	3501 & 3502	128,410.21 390
8. Workers' Compensation Insurance. . . . .	3601 & 3602	3,844,929.86 392
9. OPEB, Active Employees (EC 41372). . . . .	3751 & 3752	7,365,329.37
10. Other Benefits (EC 22310). . . . .	3901 & 3902	0.00 393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10). . . . .		355,452,164.24 395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .		0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .		8,267,974.36 396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .		
14. TOTAL SALARIES AND BENEFITS. . . . .		347,184,189.88 397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .		60.70%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	55.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	60.70%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369). . . . .	571,940,622.55
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Current Expense Formula/Minimum Classroom Compensation

---

**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 17,688,245.22
- 2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 489,166,382.82

**C. Percentage of Plant Services Costs Attributable to General Administration**

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.62%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. \_\_\_\_\_  
Retain supporting documentation.

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	36,260,509.24
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	6,156,912.25
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	85,000.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	171,049.01
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	2,000,452.52
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	44,673,923.02
9. Carry-Forward Adjustment (Part IV, Line F)	11,895,612.50
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	56,569,535.52

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	395,185,800.05
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	69,781,923.44
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	29,258,567.55
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	4,529,710.74
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	134,043.61
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	2,198,285.56
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	231,642.03
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	265,769.21
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	53,260,666.95
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	3,596,118.55
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	31,956,500.00
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	590,399,027.69

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**  
(For information only - not for use when claiming/recovering indirect costs)  
(Line A8 divided by Line B18)

7.57%

**Preliminary Proposed Indirect Cost Rate**

(For final approved fixed-with-carry-forward rate for use in 2017-18 see [www.cde.ca.gov/fg/ac/ic/](http://www.cde.ca.gov/fg/ac/ic/))  
(Line A10 divided by Line B18)

9.58%

**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>44,673,923.02</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>5,538,586.38</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (6.49%) times Part III, Line B18); zero if negative	<u>11,895,612.50</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (6.49%) times Part III, Line B18) or (the highest rate used to recover costs from any program (6.49%) times Part III, Line B18); zero if positive	<u>0.00</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>11,895,612.50</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>11,895,612.50</u>

Approved indirect cost rate: 6.49%  
Highest rate used in any program: 6.49%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	19,015,611.48	1,234,113.19	6.49%
01	3060	613,384.67	9,200.77	1.50%
01	3061	8,927.10	133.90	1.50%
01	3110	27,861.09	417.91	1.50%
01	3180	2,280,364.82	147,958.19	6.49%
01	3310	8,820,503.41	572,450.59	6.49%
01	3315	312,689.45	20,293.55	6.49%
01	3320	726,095.41	47,123.59	6.49%
01	3327	595,040.85	38,618.15	6.49%
01	3345	8,097.23	525.51	6.49%
01	3385	272,187.28	17,664.95	6.49%
01	3395	29,579.82	1,919.73	6.49%
01	3410	278,854.15	18,097.63	6.49%
01	3550	478,889.00	23,943.00	5.00%
01	4035	3,897,771.62	252,965.38	6.49%
01	4050	759,369.90	49,283.10	6.49%
01	4124	1,603,669.95	80,183.20	5.00%
01	4203	3,817,661.50	76,510.33	2.00%
01	5630	211,929.76	13,754.24	6.49%
01	5640	1,887,183.00	122,478.18	6.49%
01	5810	412,548.25	22,025.70	5.34%
01	6010	7,678,865.27	383,943.26	5.00%
01	6382	1,761,328.39	114,310.21	6.49%
01	6512	2,183,859.00	141,732.45	6.49%
01	6515	5,863.46	380.54	6.49%
01	6520	321,721.06	20,879.70	6.49%
01	7220	291,249.20	18,901.80	6.49%
01	7370	104,616.05	6,788.95	6.49%
01	7810	600,493.69	38,972.04	6.49%
01	8150	16,024,951.36	1,040,019.34	6.49%
01	9010	4,405,222.35	8,112.08	0.18%
12	6105	3,386,302.00	219,771.00	6.49%
12	6127	104,923.55	6,810.00	6.49%
13	5310	28,652,818.00	1,464,159.00	5.11%
13	5320	3,303,682.00	168,818.00	5.11%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		150,546.46	150,546.46
2. State Lottery Revenue	8560	7,408,610.03		2,276,341.35	9,684,951.38
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		7,408,610.03	0.00	2,426,887.81	9,835,497.84
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	5,548,198.92			5,548,198.92
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	1,860,411.11			1,860,411.11
4. Books and Supplies	4000-4999	0.00		2,269,472.81	2,269,472.81
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			152,229.00	152,229.00
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		7,408,610.03	0.00	2,421,701.81	9,830,311.84
<b>C. ENDING BALANCE</b> (Must equal Line A6 minus Line B12)					
	979Z	0.00	0.00	5,186.00	5,186.00
<b>D. COMMENTS:</b>					
Printing of consumable textbooks; Discovery Streaming-Instructional Videos; Follett/Destiny Service and Support-A library and textbook management program;					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

**July 1 Budget (Single Adoption)  
General Fund  
Multiyear Projection  
Unrestricted and Restricted Resources**

	Object Code	Base Year 2016 - 17	Year 1 2017 - 18	Year 2 2018 - 19
<b>Revenues</b>				
LCFF/State Aid	8010 - 8099	\$514,365,661.67	\$514,292,778.67	\$518,007,577.67
Federal Revenues	8100 - 8299	\$43,962,919.93	\$41,962,919.93	\$41,962,919.93
Other State Revenues	8300 - 8599	\$77,624,666.44	\$76,983,988.43	\$77,755,126.00
Other Local Revenues	8600 - 8799	\$7,731,934.39	\$5,216,661.39	\$3,909,976.47
<b>Revenues</b>		<b>\$643,685,182.43</b>	<b>\$638,456,348.42</b>	<b>\$641,635,600.07</b>
<b>Expenditures</b>				
Certificated Salaries	1000 - 1999	\$273,347,085.73	\$270,990,751.92	\$270,136,685.07
Classified Salaries	2000 - 2999	\$93,377,663.55	\$93,611,107.69	\$93,817,689.99
Employee Benefits	3000 - 3999	\$149,037,145.29	\$157,852,914.30	\$167,254,632.58
Books and Supplies	4000 - 4999	\$34,704,400.49	\$31,380,486.97	\$30,402,174.93
Services and Other Operating	5000 - 5999	\$67,064,905.29	\$57,918,529.90	\$58,990,904.69
Capital Outlay	6000 - 6900	\$4,956,826.56	\$4,956,826.56	\$4,956,826.56
Other Outgo	7000 - 7299	\$5,340,935.00	\$5,340,935.00	\$5,340,935.00
Direct Support/Indirect Cost	7300 - 7399	(\$2,018,933.88)	(\$2,018,933.88)	(\$2,018,933.88)
Debt Service	7400 - 7499	\$251,524.00	\$251,524.00	\$251,524.00
<b>Expenditures</b>		<b>\$626,061,552.03</b>	<b>\$620,284,142.46</b>	<b>\$629,132,438.94</b>
Excess (Deficiency) of Revenues Over Expenditures		\$17,623,630.40	\$18,172,205.96	\$12,503,161.13
<b>Other Financing Sources/Uses</b>				
Interfund Transfers In	8900 - 8929	\$0.00	\$0.00	\$0.00
Interfund Transfers Out	7600 - 7629	\$6,828,415.93	\$6,367,704.00	\$6,407,668.00
All Other Financing Sources	8930 - 8979	\$0.00	\$0.00	\$0.00
All Other Financing Uses	7630 - 7699	\$0.00	\$0.00	\$0.00
Contributions	8980 - 8999	\$0.00	\$0.00	\$0.00
<b>Other Financing Sources/Uses</b>		<b>(\$6,828,415.93)</b>	<b>(\$6,367,704.00)</b>	<b>(\$6,407,668.00)</b>
<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$10,795,214.47</b>	<b>\$11,804,501.96</b>	<b>\$6,095,493.13</b>
<b>Fund Balance</b>				
Beginning Fund Balance	9791	\$66,069,681.63	\$76,864,896.10	\$88,669,398.06
Audit Adjustments	9793	\$0.00	\$0.00	\$0.00
Other Restatements	9795	\$0.00	\$0.00	\$0.00
Adjusted Beginning Fund Balance	9797	\$66,069,681.63	\$76,864,896.10	\$88,669,398.06
Ending Fund Balance	9799	\$76,864,896.10	\$88,669,398.06	\$94,764,891.19
<b>Components of Ending Fund Balance</b>				
Reserved Balances	9700	\$0.00	\$0.00	\$0.00
<b>Fund Balance, Nonspendable</b>				
Nonspendable Revolving Cash	9711	\$170,000.00	\$170,000.00	\$170,000.00
Nonspendable Stores	9712	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Nonspendable Prepaid Items	9713	\$0.00	\$0.00	\$0.00
All Other Nonspendable Assets	9719	\$0.00	\$0.00	\$0.00
General Reserve	9730	\$0.00	\$0.00	\$0.00
Restricted Balance	9740	\$10,789,077.58	\$10,193,305.71	\$9,776,198.34
Committed				
Stabilization Arrangements	9750	\$7,547,581.70	\$7,547,581.70	\$7,547,581.70
Other Commitments	9760	\$0.00	\$0.00	\$0.00
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	\$0.00	\$0.00	\$0.00
Other Assignments	9780	\$44,700,437.46	\$57,225,473.72	\$63,560,309.01
0000 SAEA 1% ongoing Salary raise	9780	\$2,816,584.20	\$5,676,616.12	\$8,580,095.72
0032 Civic Center	9780	\$43,680.01	\$43,680.01	\$43,680.01
0033 Godinez Rental	9780	\$20,248.38	\$20,248.38	\$20,248.38
0308 QZAB Solar Energy	9780	\$2,072,197.05	\$2,072,197.05	\$2,072,197.05
0703 LIFI contract	9780	\$350,000.00	\$700,000.00	\$1,050,000.00
0720 15-16 One-time Discretionary	9780	\$6,553,106.29	\$4,065,306.29	\$1,577,506.29
0720 SAEA 1% off schedule payment	9780	\$2,816,584.20	\$2,816,584.20	\$2,816,584.20
0803 Instructional Materials	9780	\$3,089,074.19	\$3,439,074.19	\$3,789,074.19
0000 Declining Enrollment	9780	\$26,938,963.14	\$38,391,767.48	\$43,610,923.17
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	\$12,657,799.36	\$12,533,036.93	\$12,710,802.14
Undesignated/Unappropriated	9790	(\$0.00)	(\$0.00)	(\$0.00)



**July 1 Budget (Single Adoption)  
General Fund  
Multiyear Projection  
Unrestricted Resources**

	Object Code	Base Year 2016 - 17	Year 1 2017 - 18	Year 2 2018 - 19
<b>Revenues</b>				
LCFF/State Aid	8010 - 8099	\$514,365,661.67	\$514,292,778.67	\$518,007,577.67
Federal Revenues	8100 - 8299	\$414,766.00	\$414,766.00	\$414,766.00
Other State Revenues	8300 - 8599	\$9,002,367.00	\$8,912,434.00	\$8,898,266.00
Other Local Revenues	8600 - 8799	\$4,476,537.39	\$1,943,564.39	\$1,855,229.47
<b>Revenues</b>		<b>\$528,259,332.06</b>	<b>\$525,563,543.06</b>	<b>\$529,175,839.14</b>
<b>Expenditures</b>				
Certificated Salaries	1000 - 1999	\$212,955,922.87	\$210,701,462.29	\$209,433,296.04
Classified Salaries	2000 - 2999	\$56,999,173.03	\$57,141,670.96	\$57,284,525.14
Employee Benefits	3000 - 3999	\$90,897,026.65	\$97,354,169.47	\$104,173,028.63
Books and Supplies	4000 - 4999	\$18,435,619.52	\$16,278,120.58	\$16,683,445.78
Services and Other Operating	5000 - 5999	\$51,700,905.57	\$43,647,243.08	\$44,646,826.54
Capital Outlay	6000 - 6900	\$654,231.89	\$654,231.89	\$654,231.89
Other Outgo	7000 - 7299	\$2,415,398.00	\$2,415,398.00	\$2,415,398.00
Direct Support/Indirect Cost	7300 - 7399	(\$5,671,015.24)	(\$5,568,008.51)	(\$5,568,008.51)
Debt Service	7400 - 7499	\$251,524.00	\$251,524.00	\$251,524.00
<b>Expenditures</b>		<b>\$428,638,786.29</b>	<b>\$422,875,811.76</b>	<b>\$429,974,267.51</b>
Excess (Deficiency) of Revenues Over Expenditures		\$99,620,545.77	\$102,687,731.30	\$99,201,571.63
<b>Other Financing Sources/Uses</b>				
Interfund Transfers In	8900 - 8929	\$0.00	\$0.00	\$0.00
Interfund Transfers Out	7600 - 7629	\$6,828,415.93	\$6,367,704.00	\$6,407,668.00
All Other Financing Sources	8930 - 8979	\$0.00	\$0.00	\$0.00
All Other Financing Uses	7630 - 7699	\$0.00	\$0.00	\$0.00
Contributions	8980 - 8999	(\$81,820,349.75)	(\$83,919,753.47)	(\$86,281,303.13)
<b>Other Financing Sources/Uses</b>		<b>(\$88,648,765.68)</b>	<b>(\$90,287,457.47)</b>	<b>(\$92,688,971.13)</b>
<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$10,971,780.09</b>	<b>\$12,400,273.83</b>	<b>\$6,512,600.50</b>
<b>Fund Balance</b>				
Beginning Fund Balance	9791	\$55,104,038.43	\$66,075,818.52	\$78,476,092.35
Audit Adjustments	9793	\$0.00	\$0.00	\$0.00
Other Restatements	9795	\$0.00	\$0.00	\$0.00
Adjusted Beginning Fund Balance	9797	\$55,104,038.43	\$66,075,818.52	\$78,476,092.35
Ending Fund Balance	9799	\$66,075,818.52	\$78,476,092.35	\$84,988,692.85
<b>Components of Ending Fund Balance</b>				
Reserved Balances	9700	\$0.00	\$0.00	\$0.00
<b>Fund Balance, Nonspendable</b>				
Nonspendable Revolving Cash	9711	\$170,000.00	\$170,000.00	\$170,000.00
Nonspendable Stores	9712	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Nonspendable Prepaid Items	9713	\$0.00	\$0.00	\$0.00
All Other Nonspendable Assets	9719	\$0.00	\$0.00	\$0.00
General Reserve	9730	\$0.00	\$0.00	\$0.00
Restricted Balance	9740	\$0.00	\$0.00	\$0.00
<b>Committed</b>				
Stabilization Arrangements	9750	\$7,547,581.70	\$7,547,581.70	\$7,547,581.70
Other Commitments	9760	\$0.00	\$0.00	\$0.00
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	\$0.00	\$0.00	\$0.00
<b>Other Assignments</b>				
0000 SAEA 1% ongoing Salary raise	9780	\$2,816,584.20	\$5,676,616.12	\$8,580,095.72
0032 Civic Center	9780	\$43,680.01	\$43,680.01	\$43,680.01
0033 Godinez Rental	9780	\$20,248.38	\$20,248.38	\$20,248.38
0308 QZAB Solar Energy	9780	\$2,072,197.05	\$2,072,197.05	\$2,072,197.05
0703 LIFI contract	9780	\$350,000.00	\$700,000.00	\$1,050,000.00
0720 15-16 One-time Discretionary	9780	\$6,553,106.29	\$4,065,306.29	\$1,577,506.29
0720 SAEA 1% off schedule payment	9780	\$2,816,584.20	\$2,816,584.20	\$2,816,584.20
0803 Instructional Materials	9780	\$3,089,074.19	\$3,439,074.19	\$3,789,074.19
0000 Declining Enrollment	9780	\$26,938,963.14	\$38,391,767.48	\$43,610,923.17
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	\$12,657,799.36	\$12,533,036.93	\$12,710,802.14
Undesignated/Unappropriated	9790	(\$0.00)	(\$0.00)	(\$0.00)

**July 1 Budget (Single Adoption)  
General Fund  
Multiyear Projection  
Restricted Resources**

	Object Code	Base Year 2016 - 17	Year 1 2017 - 18	Year 2 2018 - 19
<b>Revenues</b>				
LCFF/State Aid	8010 - 8099	\$0.00	\$0.00	\$0.00
Federal Revenues	8100 - 8299	\$43,548,153.93	\$41,548,153.93	\$41,548,153.93
Other State Revenues	8300 - 8599	\$68,622,299.44	\$68,071,554.43	\$68,856,860.00
Other Local Revenues	8600 - 8799	\$3,255,397.00	\$3,273,097.00	\$2,054,747.00
<b>Revenues</b>		<b>\$115,425,850.37</b>	<b>\$112,892,805.36</b>	<b>\$112,459,760.93</b>
<b>Expenditures</b>				
Certificated Salaries	1000 - 1999	\$60,391,162.86	\$60,289,289.63	\$60,703,389.03
Classified Salaries	2000 - 2999	\$36,378,490.52	\$36,469,436.73	\$36,533,164.85
Employee Benefits	3000 - 3999	\$58,140,118.64	\$60,498,744.83	\$63,081,603.95
Books and Supplies	4000 - 4999	\$16,268,780.97	\$15,102,366.39	\$13,718,729.15
Services and Other Operating	5000 - 5999	\$15,363,999.72	\$14,271,286.82	\$14,344,078.15
Capital Outlay	6000 - 6900	\$4,302,594.67	\$4,302,594.67	\$4,302,594.67
Other Outgo	7000 - 7299	\$2,925,537.00	\$2,925,537.00	\$2,925,537.00
Direct Support/Indirect Cost	7300 - 7399	\$3,652,081.36	\$3,549,074.63	\$3,549,074.63
Debt Service	7400 - 7499	\$0.00	\$0.00	\$0.00
<b>Expenditures</b>		<b>\$197,422,765.74</b>	<b>\$197,408,330.70</b>	<b>\$199,158,171.43</b>
Excess (Deficiency) of Revenues Over Expenditures		(\$81,996,915.37)	(\$84,515,525.34)	(\$86,698,410.50)
<b>Other Financing Sources/Uses</b>				
Interfund Transfers In	8900 - 8929	\$0.00	\$0.00	\$0.00
Interfund Transfers Out	7600 - 7629	\$0.00	\$0.00	\$0.00
All Other Financing Sources	8930 - 8979	\$0.00	\$0.00	\$0.00
All Other Financing Uses	7630 - 7699	\$0.00	\$0.00	\$0.00
Contributions	8980 - 8999	\$81,820,349.75	\$83,919,753.47	\$86,281,303.13
<b>Other Financing Sources/Uses</b>		<b>\$81,820,349.75</b>	<b>\$83,919,753.47</b>	<b>\$86,281,303.13</b>
<b>Net Increase (Decrease) in Fund Balance</b>		<b>(\$176,565.62)</b>	<b>(\$595,771.87)</b>	<b>(\$417,107.37)</b>
<b>Fund Balance</b>				
Beginning Fund Balance	9791	\$10,965,643.20	\$10,789,077.58	\$10,193,305.71
Audit Adjustments	9793	\$0.00	\$0.00	\$0.00
Other Restatements	9795	\$0.00	\$0.00	\$0.00
Adjusted Beginning Fund Balance	9797	\$10,965,643.20	\$10,789,077.58	\$10,193,305.71
Ending Fund Balance	9799	\$10,789,077.58	\$10,193,305.71	\$9,776,198.34
<b>Components of Ending Fund Balance</b>				
Reserved Balances	9700	\$0.00	\$0.00	\$0.00
<b>Fund Balance, Nonspendable</b>				
Nonspendable Revolving Cash	9711	\$0.00	\$0.00	\$0.00
Nonspendable Stores	9712	\$0.00	\$0.00	\$0.00
Nonspendable Prepaid Items	9713	\$0.00	\$0.00	\$0.00
All Other Nonspendable Assets	9719	\$0.00	\$0.00	\$0.00
General Reserve	9730	\$0.00	\$0.00	\$0.00
Restricted Balance	9740	\$10,789,077.58	\$10,193,305.71	\$9,776,198.34
<b>Committed</b>				
Stabilization Arrangements	9750	\$0.00	\$0.00	\$0.00
Other Commitments	9760	\$0.00	\$0.00	\$0.00
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	\$0.00	\$0.00	\$0.00
Other Assignments	9780	\$0.00	\$0.00	\$0.00
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	\$0.00	\$0.00	\$0.00
Undesignated/Unappropriated	9790	\$0.00	\$0.00	\$0.00

Object	CB - Budget	Actual July	Actual August	Actual September	Actual October	Actual November	Actual December	Actual January	Actual February	Actual March	Actual April	Projection May	Projection June	Projection Total	Projected Actual	Total
Beginning Cash Balance		54,934,007	55,769,562	30,623,979	53,694,401	38,331,857	34,505,543	121,242,127	114,571,139	93,821,317	97,341,395	106,408,974	62,493,793			
<b>Receipts</b>																
LCFF	311,854,588	16,486,795	16,486,795	29,764,716	29,676,230	29,676,230	29,708,516	29,676,231	24,356,464	26,689,649	28,296,185	29,676,229	21,276,549		0	311,854,588
Education Protection Account Payment	116,976,989	5,778,589	117,775	17,468,989	641,631	8,391,141	17,395,469	13,085,956	95,036	18,261,892	29,869,171	8,868,972	15,295,584		0	66,348,403
Agency Tax	11,746,323	-	(400,130)	(800,277)	(533,517)	(2,703,660)	(533,517)	(533,517)	(632,517)	(1,639,640)	(842,626)	(3,966,679)	(4,722,819)		0	113,198,344
Other Revenues	56,643,566	-	3,961,405	2,660,859	1,821,048	294,650	5,519,057	2,320,320	4,452,104	1,713,381	1,206,402	2,800,000	29,999,160		(0)	117,466,223
Federal Revenues																(0)
Other State Revenues	104,324,863	1,427,770	1,427,770	8,842,098	486,456	8,252,091	17,189,707	16,354,359	3,254,314	7,212,051	7,702,292	13,450,905	10,725,158		(0)	104,324,863
8311																(0)
Other Local Revenues	15,555,361	6,163	242,625	525,976	366,067	1,207,122	2,194,048	513,180	(1,854,547)	326,990	872,609	2,250,000	8,704,938		0	15,555,361
Inferfund Transfers/Contributions	1,035	11,183,810	(829,764)	5,130,784	6,075,036	(2,905,673)	3,991,942	2,896,721	(461,679)	(185,164)	(65,730)	-	-		(616)	1,035
Assets (Calc)																24,760,283
<b>Total Receipts</b>	<b>664,614,770</b>	<b>34,883,127</b>	<b>21,006,487</b>	<b>67,666,396</b>	<b>39,633,699</b>	<b>42,212,487</b>	<b>113,857,326</b>	<b>64,263,650</b>	<b>29,611,228</b>	<b>66,632,412</b>	<b>87,011,672</b>	<b>82,236,628</b>	<b>93,406,368</b>		<b>(616)</b>	<b>892,840,736</b>
<b>Disbursements</b>																
Certificated Salaries	281,071,717	3,563,663	22,593,754	22,193,753	22,457,725	22,714,470	522,865	45,811,235	24,631,477	24,334,071	31,382,339	30,455,297	30,440,067		(0)	281,071,717
Classified Salaries	90,467,764	(265,502)	3,627,624	5,155,070	7,444,181	7,903,650	6,146,565	7,623,764	7,614,145	6,125,339	6,032,752	13,529,579	13,529,578		0	90,467,764
Employee Benefits	134,825,978	205,873	6,365,533	9,542,849	9,942,319	9,664,141	9,747,059	8,894,513	10,044,993	11,689,631	9,181,037	24,780,465	24,780,465		(0)	134,825,978
Supplies and Services	113,818,260	689,293	5,428,810	5,195,269	9,747,240	5,967,996	7,902,203	6,914,641	7,407,066	5,831,449	6,995,474	26,006,700	26,006,699		0	113,818,260
Capital Outlays	3,936,363	-	246,352	66,638	96,638	489,841	296,575	299,933	307,117	541,177	175,708	1,321,624	1,321,624		0	3,936,363
7000-7689																(0)
All Other Financing/Transfers Out	19,605,966	88,036	88,036	267,774	684,666	684,666	226,737	1,361,462	307,117	541,177	421,618	(112,659)	13,623,124		0	19,605,966
Liabilities (Calc)																(0)
Audit Adjustments																43,098,881
9792-9795																43,098,881
Non-Operating Accounts																43,098,881
<b>Total Disbursements</b>	<b>646,866,600</b>	<b>34,047,672</b>	<b>46,459,050</b>	<b>44,886,973</b>	<b>52,886,112</b>	<b>47,059,806</b>	<b>28,650,741</b>	<b>70,924,238</b>	<b>80,261,051</b>	<b>56,112,334</b>	<b>67,843,893</b>	<b>96,151,009</b>	<b>109,889,701</b>		<b>0</b>	<b>681,864,281</b>
Ending Cash Balance		55,769,562	30,623,979	53,694,401	39,331,857	34,505,543	121,242,127	114,571,139	93,821,317	97,341,395	106,408,974	62,493,793	45,910,461			
Ending Available Cash Balance																

Object	SB - Budget	Projection July	Projection August	Projection September	Projection October	Projection November	Projection December	Projection January	Projection February	Projection March	Projection April	Projection May	Projection June	Total	Projected Annual
<b>Beginning Cash Balance</b>		44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342		
<b>Receipts</b>															
LCFF	339,804,288	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40	16,995,214.40
Education Protection Account Payment	71,009,698	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589	5,778,589
Property Tax	115,371,980	117,715	117,715	117,715	117,715	117,715	117,715	117,715	117,715	117,715	117,715	117,715	117,715	117,715	117,715
Other	(13,520,304)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)	(400,139)
Federal Revenues	43,962,950	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405	3,961,405
Other State Revenues	77,626,866	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770	1,427,770
Other Local Revenues	7,131,934	6,183	242,825	525,976	368,087	1,207,122	2,184,048	519,180	1,854,547	326,980	872,809	2,250,000	861,532	861,532	861,532
Interfund Transfers/Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assets (Calc)	-	11,183,810	(829,784)	5,130,784	6,075,036	(2,905,673)	3,961,942	2,836,721	(461,679)	(165,184)	(85,730)	-	(1,691)	24,769,283	24,769,283
<b>Total Receipts</b>	<b>643,887,182</b>	<b>36,394,646</b>	<b>31,614,688</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>	<b>63,483,048</b>
<b>Disbursements</b>															
Certificated Salaries	273,347,086	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724	3,465,724
Classified Salaries	93,377,664	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330	2,801,330
Employee Benefits	149,037,145	227,573	227,573	227,573	227,573	227,573	227,573	227,573	227,573	227,573	227,573	227,573	227,573	227,573	227,573
Supplies and Services	107,689,895	616,524	5,741,694	4,648,885	7,821,245	5,353,562	7,071,444	6,182,648	6,622,844	5,214,124	5,995,365	23,252,266	23,252,266	23,252,266	23,252,266
Other Charge	3,578,525	80,036	80,036	80,036	80,036	80,036	80,036	80,036	80,036	80,036	80,036	80,036	80,036	80,036	80,036
All Other Financing/Transfers Out	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416	8,628,416
Liabilities (Calc)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit Adjustments	9792-9795	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Operating Accounts	9500-9599	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	<b>832,822,868</b>	<b>36,869,195</b>	<b>46,808,740</b>	<b>51,649,842</b>	<b>52,659,897</b>	<b>57,018,542</b>	<b>57,882,452</b>	<b>59,018,614</b>	<b>60,101,614</b>	<b>61,306,627</b>	<b>62,678,008</b>	<b>64,151,664</b>	<b>64,835,933</b>	<b>676,991,648</b>	<b>676,991,648</b>
<b>Ending Cash Balance</b>		44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342		
<b>Ending Available Cash Balance</b>		44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342	44,336,196	20,242,342		

Object	CB - Budget	Projection July	Projection August	Projection September	Projection October	Projection November	Projection December	Projection January	Projection February	Projection March	Projection April	Projection May	Projection June	Projection Total	Projected Actual	Total
Beginning Cash Balance		31,930,730	30,439,370	6,808,319	30,866,398	18,229,312	14,522,984	101,349,540	97,563,973	83,346,516	90,846,149	102,943,430	50,613,391			
<b>Receipts</b>																
LCFF		18,991,570.23	18,991,570.23	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	0	339,831,405
Education Protection Account Payment		71,009,698	4,146,771	17,395,668	641,651	8,391,141	38,136,103	13,065,956	95,038	18,261,862	18,261,862	15,295,844	15,295,844	15,295,844	0	89,348,403
Property Tax		116,971,980	5,778,589	4,000,139	8,000,277	(800,277)	(533,517)	(533,517)	(533,517)	(1,042,647)	29,860,171	6,866,072	422,819	422,819	0	113,168,344
Other		(13,520,304)	3,951,405	2,660,659	1,821,048	294,850	5,515,097	2,320,920	4,452,194	1,713,381	1,208,402	(2,800,000)	(2,790,800)	(2,790,800)	0	(13,520,304)
Federal Revenues		41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	41,562,920	0	41,562,920
Other State Revenues		75,983,988	1,427,770	8,642,098	406,458	8,252,091	17,189,707	16,354,359	3,254,314	7,212,051	7,702,282	2,417,545	2,417,544	2,417,544	0	76,983,988
Other Local Revenues		5,216,661	242,625	525,976	366,067	1,207,122	2,194,048	513,180	(1,854,521)	326,960	872,809	300,000	316,239	316,239	0	5,216,661
Interfund Transfers/Contributions		890,899	890,899	890,899	890,899	890,899	890,899	890,899	890,899	890,899	890,899	890,899	890,899	890,899	0	890,899
Assets (Cash)		111,183,810	(829,764)	5,130,784	6,075,036	(2,905,873)	3,981,942	2,836,721	(461,879)	(165,164)	(85,730)	-	-	-	-	24,760,283
<b>Total Receipts</b>		<b>438,468,348</b>	<b>38,397,802</b>	<b>66,404,606</b>	<b>39,442,188</b>	<b>45,121,088</b>	<b>114,483,838</b>	<b>85,181,848</b>	<b>38,737,872</b>	<b>82,847,890</b>	<b>89,286,134</b>	<b>40,481,848</b>	<b>61,482,068</b>	<b>61,482,068</b>	<b>(0)</b>	<b>668,781,700</b>
<b>Disbursements</b>																
Classified Salaries		270,890,752	2,435,848	21,783,403	21,652,253	21,899,789	505,076	44,168,182	23,748,041	23,461,301	30,256,775	29,321,199	29,361,157	29,361,157	(0)	270,890,752
Classified Salaries		93,611,108	2,808,333	3,753,867	7,702,832	8,178,266	8,429,921	7,868,976	7,878,702	8,407,657	8,312,888	12,459,638	12,456,941	12,456,941	(0)	93,611,108
Employee Benefits		157,852,914	7,450,367	11,172,681	11,640,377	11,314,689	11,411,768	10,401,907	11,760,567	13,684,844	10,749,075	29,012,743	29,012,743	29,012,743	(0)	157,852,914
Supplies and Services		89,899,017	540,802	5,037,610	6,862,870	4,697,564	6,205,367	5,425,058	5,811,402	4,575,212	5,255,459	20,004,825	20,403,613	20,403,613	(0)	89,899,017
Capital Outlays		4,956,827	218,422	439,789	607,910	253,864	260,672	228,980	15,045	101,658	157,074	1,337,596	1,337,596	1,337,596	0	4,956,827
Other Outgo		3,373,525	88,036	287,740	158,464	158,464	228,797	1,361,492	301,916	597,628	421,818	(44,000)	(43,668)	(43,668)	0	3,373,525
All Other Financing/Transfers Out		6,367,704	25,766,299	6,809,788	5,809,788	6,809,788	395,181	499,668	1,515,668	2,751,192	2,047,784	-	584,663	584,663	0	6,367,704
Debt Additions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Operating Accounts		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>		<b>628,851,844</b>	<b>45,141,233</b>	<b>44,428,428</b>	<b>62,079,261</b>	<b>48,824,417</b>	<b>27,039,878</b>	<b>88,842,412</b>	<b>48,780,030</b>	<b>65,247,864</b>	<b>67,200,854</b>	<b>92,892,003</b>	<b>83,113,448</b>	<b>83,113,448</b>	<b>(1)</b>	<b>669,750,629</b>
Ending Cash Balance		30,438,369.81	6,808,319.03	30,866,398.03	18,229,311.89	14,525,863.67	10,949,540.40	97,568,873.34	83,346,515.63	90,846,148.90	102,943,430.62	50,613,391.44	18,961,901.37			
Ending Available Cash Balance																

Section I - Expenditures	Funds 01, 09, and 62			2015-16 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	650,321,642.32
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	55,476,705.25
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	134,043.61
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	5,599,533.37
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	257,163.20
4. Other Transfers Out	All	9200	7200-7299	81,843.00
5. Interfund Transfers Out	All	9300	7600-7629	19,605,965.73
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	1,153,701.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				26,832,249.91
D. Plus additional MOE expenditures:			1000-7143, 7300-7439 minus 8000-8699	
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All		0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				568,012,687.16

<b>Section II - Expenditures Per ADA</b>		<b>2015-16 Annual ADA/ Exps. Per ADA</b>
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		54,767.14
B. Expenditures per ADA (Line I.E divided by Line II.A)		10,371.41
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		
	<b>Total</b>	<b>Per ADA</b>
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	471,869,786.82	9,222.07
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	471,869,786.82	9,222.07
B. Required effort (Line A.2 times 90%)	424,682,808.14	8,299.86
C. Current year expenditures (Line I.E and Line II.B)	568,012,687.16	10,371.41
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2017-18 may be reduced by the lower of the two percentages)	0.00%	0.00%

**SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)**

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00



July 1 Budget  
2015-16 Estimated Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(47,553.62)	0.00	(1,859,558.00)				
Other Sources/Uses Detail					1,034.94	19,605,965.73		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	3,153.62	0.00	0.00	0.00	365,813.17	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00	0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	14,400.00	0.00	226,581.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	23,000.00	0.00	1,632,977.00	0.00				
Other Sources/Uses Detail					624,667.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail					0.00	1,034.94		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00		0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail					12,025,822.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00			154.18	149.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00			2,567,096.00	1,441,536.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail					0.00	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail					5,209,103.05	0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00		0.00		
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

July 1 Budget  
2015-16 Estimated Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 OTHER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	7,000.00	0.00						
Other Sources/Uses Detail					255,000.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
<b>TOTALS</b>	<b>47,553.62</b>	<b>(47,553.62)</b>	<b>1,859,558.00</b>	<b>(1,859,558.00)</b>	<b>21,048,690.34</b>	<b>21,048,685.67</b>	<b>0.00</b>	<b>0.00</b>

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(26,400.00)	0.00	(2,018,933.88)				
Other Sources/Uses Detail					0.00	6,828,415.93		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					106,699.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	14,400.00	0.00	185,516.88	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	12,000.00	0.00	1,833,417.00	0.00				
Other Sources/Uses Detail					524,392.93	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					1,193,757.00	1,442,106.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					6,190,673.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

July 1 Budget  
2016-17 Budget  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 OTHER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					255,000.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
<b>TOTALS</b>	<b>26,400.00</b>	<b>(26,400.00)</b>	<b>2,018,933.88</b>	<b>(2,018,933.88)</b>	<b>8,270,521.93</b>	<b>8,270,521.93</b>		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third Prior Year, enter Revenue Limit ADA data in the Original Budget Funded ADA column. For the Second and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Second and First Prior Years. All other data are extracted.

\*Please note for FY 2013-14 estimated/unaudited actuals and 2014-15 original budget: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	Original Budget Funded ADA (Form RL, Line 5c) (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4) (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4) (Form A, Lines A4 and C4)	ADA Variance Level  (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2013-14)	51,634.28	51,775.85	N/A	Met
Second Prior Year (2014-15)				
District Regular	51,768.57	51,743.20		
Charter School	0.00	4,188.90		
<b>Total ADA</b>	<b>51,768.57</b>	<b>55,932.10</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2015-16)				
District Regular	50,969.11	50,957.54		
Charter School	0.00	0.00		
<b>Total ADA</b>	<b>50,969.11</b>	<b>50,957.54</b>	<b>0.0%</b>	<b>Met</b>
Budget Year (2016-17)				
District Regular	49,863.52			
Charter School	0.00			
<b>Total ADA</b>	<b>49,863.52</b>			

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)



**2. CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for the Budget, First and Second Prior Years.

Fiscal Year	Budget	Enrollment		Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
		Budget	CBEDS Actual		
Third Prior Year (2013-14)		53,371	53,300	0.1%	Met
Second Prior Year (2014-15)					
District Regular		53,175	52,638		
Charter School		0	0		
<b>Total Enrollment</b>		<b>53,175</b>	<b>52,638</b>	<b>1.0%</b>	<b>Met</b>
First Prior Year (2015-16)					
District Regular		51,920	51,383		
Charter School		0	0		
<b>Total Enrollment</b>		<b>51,920</b>	<b>51,383</b>	<b>1.0%</b>	<b>Met</b>
Budget Year (2016-17)					
District Regular		49,754			
Charter School		0			
<b>Total Enrollment</b>		<b>49,754</b>			

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

**STANDARD:** Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

\*Please note for Fiscal Year 2013-14 estimated/unaudited actuals: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4)		Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2013-14)	55,713		53,300	104.5%
Second Prior Year (2014-15)				
District Regular	51,090		52,638	
Charter School	4,189		0	
<b>Total ADA/Enrollment</b>	<b>55,279</b>		<b>52,638</b>	<b>105.0%</b>
First Prior Year (2015-16)				
District Regular	49,885		51,383	
Charter School	0		0	
<b>Total ADA/Enrollment</b>	<b>49,885</b>		<b>51,383</b>	<b>97.1%</b>
Historical Average Ratio:				102.2%
<b>District's ADA to Enrollment Standard (historical average ratio plus 0.5%):</b>				<b>102.7%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)		Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2016-17)					
District Regular	48,141		49,754		
Charter School	0		0		
<b>Total ADA/Enrollment</b>	<b>48,141</b>		<b>49,754</b>	<b>96.8%</b>	<b>Met</b>
1st Subsequent Year (2017-18)					
District Regular	47,356		48,940		
Charter School	0		0		
<b>Total ADA/Enrollment</b>	<b>47,356</b>		<b>48,940</b>	<b>96.8%</b>	<b>Met</b>
2nd Subsequent Year (2018-19)					
District Regular	46,963		48,532		
Charter School	0		0		
<b>Total ADA/Enrollment</b>	<b>46,963</b>		<b>48,532</b>	<b>96.8%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)



**4. CRITERION: LCFF Revenue**

**STANDARD:** Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

<sup>1</sup>Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

**4A. District's LCFF Revenue Standard**

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

**4A1. Calculating the District's LCFF Revenue Standard**

**DATA ENTRY:** Enter LCFF Target amounts for the budget and two subsequent fiscal years.  
Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated.  
Enter data for Steps 2a through 2d. All other data is calculated.

**Projected LCFF Revenue**

Has the District reached its LCFF target funding level?

If Yes, then COLA amount in Line 2b2 is used in Line 2e Total calculation.  
If No, then Gap Funding in Line 2c is used in Line 2e Total calculation.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
LCFF Target (Reference Only)	548,995,540.00	536,554,769.00	540,611,282.00

	Prior Year (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>Step 1 - Change in Population</b>				
a. ADA (Funded) (Form A, lines A6 and C4)	51,162.54	50,068.52	48,345.95	47,561.40
b. Prior Year ADA (Funded)		51,162.54	50,068.52	48,345.95
c. Difference (Step 1a minus Step 1b)		(1,094.02)	(1,722.57)	(784.55)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		-2.14%	-3.44%	-1.62%

		Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>Step 2 - Change in Funding Level</b>				
a. Prior Year LCFF Funding		490,542,474.00	518,368,690.00	518,295,807.00
b1. COLA percentage (if district is at target)	Not Applicable			
b2. COLA amount (proxy for purposes of this criterion)	Not Applicable	0.00	0.00	0.00
c. Gap Funding (if district is not at target)		37,191,683.00	15,953,071.00	11,272,730.00
d. Economic Recovery Target Funding (current year increment)				
e. Total (Lines 2b2 or 2c, as applicable, plus Line 2d)		37,191,683.00	15,953,071.00	11,272,730.00
f. Percent Change Due to Funding Level (Step 2e divided by Step 2a)		7.58%	3.08%	2.17%

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2f)</b>	5.44%	-0.36%	0.55%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>	<b>4.44% to 6.44%</b>	<b>-1.36% to .64%</b>	<b>-.45% to 1.55%</b>

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	116,971,980.00	116,971,980.00	116,971,980.00	116,971,980.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Necessary Small School Standard (Gap Funding or COLA, plus Economic Recovery Target Payment, Step 2f, plus/minus 1%):	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	499,836,266.00	527,885,966.00	528,322,922.00	532,192,331.00
District's Projected Change in LCFF Revenue:		5.61%	0.08%	0.73%
LCFF Revenue Standard:		4.44% to 6.44%	-1.36% to .64%	-.45% to 1.55%
Status:		Met	Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

It is likely that for many districts the 2014-15 and 2015-16 change from the historical average ratio will exceed the standard because certain revenues that were restricted prior to the LCFF are now unrestricted within the LCFF.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2013-14)	287,889,218.22	326,814,449.85	88.1%
Second Prior Year (2014-15)	312,155,676.32	354,388,436.29	88.1%
First Prior Year (2015-16)	354,638,929.75	425,721,823.91	83.3%
	Historical Average Ratio:		86.5%

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.5% to 89.5%	83.5% to 89.5%	83.5% to 89.5%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2016-17)	360,852,122.55	428,638,786.29	84.2%	Met
1st Subsequent Year (2017-18)	365,197,302.72	422,875,811.76	86.4%	Met
2nd Subsequent Year (2018-19)	370,890,849.81	429,974,267.51	86.3%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

**STANDARD:** Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	5.44%	-0.36%	0.55%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-4.56% to 15.44%	-10.36% to 9.64%	-9.45% to 10.55%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	.44% to 10.44%	-5.36% to 4.64%	-4.45% to 5.55%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2015-16)	56,643,566.37		
Budget Year (2016-17)	43,962,919.93	-22.39%	Yes
1st Subsequent Year (2017-18)	41,962,919.93	-4.55%	No
2nd Subsequent Year (2018-19)	41,962,919.93	0.00%	No

**Explanation:**  
(required if Yes)

In 2016-17 it's due to a projected reduction of ten percent in Title I funding (\$1.7 million), a reduction in the projected budget for Title I SIG of \$1.8 million and for MediCal of \$0.3 million, a deferral in MAA revenue of \$0.7 million. Also it be budgeted when the amounts are known in 2016-17. In the out years the reduction is due to the expiration of Title I SIG.

**Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)**

First Prior Year (2015-16)	104,324,862.80		
Budget Year (2016-17)	77,624,666.44	-25.59%	Yes
1st Subsequent Year (2017-18)	76,983,988.43	-0.83%	No
2nd Subsequent Year (2018-19)	77,755,126.00	1.00%	No

**Explanation:**  
(required if Yes)

In 2016-17 One-time discretionary revenue of approximately \$27 million was not budgeted.

**Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)**

First Prior Year (2015-16)	15,555,360.86		
Budget Year (2016-17)	7,731,934.39	-50.29%	Yes
1st Subsequent Year (2017-18)	5,216,661.39	-32.53%	Yes
2nd Subsequent Year (2018-19)	3,909,976.47	-25.05%	Yes

**Explanation:**  
(required if Yes)

In 2016-17 E-Rate revenue was reduced by approximately \$6.9 million and ROP revenue was reduced by approximately \$0.8 million. In 2017-18 there would be no more E-Rate activities. Bechtel funding was scheduled until 2017-18, a reduction of approximately \$1.2 million in 2018-19.

**Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)**

First Prior Year (2015-16)	35,741,022.46		
Budget Year (2016-17)	34,704,400.49	-2.90%	Yes
1st Subsequent Year (2017-18)	31,380,486.97	-9.58%	Yes
2nd Subsequent Year (2018-19)	30,402,174.93	-3.12%	No

**Explanation:**  
(required if Yes)

Exclusion of carryover funds which are to be budgeted when the amounts are known in 2016-17. In 2017-18 it was due to the expiration of Title I SIG. In 2018-19 it's due to the expiration of Bechtel funding.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2015-16)	78,077,237.52		
Budget Year (2016-17)	67,064,905.29	-14.10%	Yes
1st Subsequent Year (2017-18)	57,918,529.90	-13.64%	Yes
2nd Subsequent Year (2018-19)	58,990,904.69	1.85%	No

**Explanation:**  
(required if Yes)

Exclusion of categorical carryover funds to be budgeted when the amount are know in 2016-17 as well as a reduction in the new year's projected budget. In 2017-18 we took out a one-time cost of approximately \$4.8 million for PARS implementation, \$3.9 million for E-Rate activities, and \$0.4 million for Renaissance Learning subscription renewal (it's a 2 year subscription renewed in 2016-17).

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2015-16)	176,523,790.03		
Budget Year (2016-17)	129,319,520.76	-26.74%	Not Met
1st Subsequent Year (2017-18)	124,163,569.75	-3.99%	Met
2nd Subsequent Year (2018-19)	123,628,022.40	-0.43%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2015-16)	113,818,259.98		
Budget Year (2016-17)	101,769,305.78	-10.59%	Not Met
1st Subsequent Year (2017-18)	89,299,016.87	-12.25%	Not Met
2nd Subsequent Year (2018-19)	89,393,079.62	0.11%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6B  
if NOT met)

In 2016-17 it's due to a projected reduction of ten percent in Title I funding (\$1.7 million), a reduction in the projected budget for Title I SIG of \$1.8 million and for MediCal of \$0.3 million, a deferral in MAA revenue of \$0.7 million. Also it'll be budgeted when the amounts are known in 2016-17. In the out years the reduction is due to the expiration of Title I SIG.

**Explanation:**  
Other State Revenue  
(linked from 6B  
if NOT met)

In 2016-17 One-time discretionary revenue of approximately \$27 million was not budgeted.

**Explanation:**  
Other Local Revenue  
(linked from 6B  
if NOT met)

In 2016-17 E-Rate revenue was reduced by approximately \$6.9 million and ROP revenue was reduced by approximately \$0.8 million. In 2017-18 there would be no more E-Rate activities. Bechtel funding was scheduled until 2017-18, a reduction of approximately \$1.2 million in 2018-19.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6B  
if NOT met)

Exclusion of carryover funds which are to be budgeted when the amounts are known in 2016-17. In 2017-18 it was due to the expiration of Title I SIG. In 2018-19 it's due to the expiration of Bechtel funding.

**Explanation:**  
Services and Other Exps  
(linked from 6B  
if NOT met)

Exclusion of categorical carryover funds to be budgeted when the amount are know in 2016-17 as well as a reduction in the new year's projected budget. In 2017-18 we took out a one-time cost of approximately \$4.8 million for PARS implementation, \$3.9 million for E-Rate activities, and \$0.4 million for Renaissance Learning subscription renewal (it's a 2 year subscription renewed in 2016-17).

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,572,054.83	20,846,443.20	6.5%
5) TOTAL, REVENUES			19,572,054.83	20,846,443.20	6.5%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		20,509,676.51	19,486,732.20	-5.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			20,509,676.51	19,486,732.20	-5.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(937,621.68)	1,359,711.00	-245.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	255,000.00	255,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			255,000.00	255,000.00	0.0%

Description	Function Codes	Object Codes	2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(682,621.68)	1,614,711.00	-336.5%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	16,223,755.76	15,541,134.08	-4.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,223,755.76	15,541,134.08	-4.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			16,223,755.76	15,541,134.08	-4.2%
2) Ending Net Position, June 30 (E + F1e)			15,541,134.08	17,155,845.08	10.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	15,541,134.08	17,155,845.08	10.4%

<b>Resource</b>	<b>Description</b>	<b>2015-16 Estimated Actuals</b>	<b>2016-17 Budget</b>
Total, Restricted Net Position		0.00	0.00



Description	2015-16 Estimated Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	49,885.29	49,739.72	50,957.54	48,140.95	48,000.47	49,863.52
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA</b> (Sum of Lines A1 through A3)	49,885.29	49,739.72	50,957.54	48,140.95	48,000.47	49,863.52
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	21.46	21.46	21.46	21.46	21.46	21.46
b. Special Education-Special Day Class	18.09	18.09	18.09	18.09	18.09	18.09
c. Special Education-NPS/LCI	18.82	18.82	18.82	18.82	18.82	18.82
d. Special Education Extended Year	146.63	146.63	146.63	146.63	146.63	146.63
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA</b> (Sum of Lines A5a through A5f)	205.00	205.00	205.00	205.00	205.00	205.00
<b>6. TOTAL DISTRICT ADA</b> (Sum of Line A4 and Line A5g)	50,090.29	49,944.72	51,162.54	48,345.95	48,205.47	50,068.52
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA</b> (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2015-16 Estimated Actuals			2016-17 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	121.76	121.76	121.76	212.00	212.00	212.00
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools	15.94	15.94	15.94	15.94	15.94	15.94
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	15.94	15.94	15.94	15.94	15.94	15.94
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	137.70	137.70	137.70	227.94	227.94	227.94
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	137.70	137.70	137.70	227.94	227.94	227.94

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	281,071,716.52	301	0.00	303	281,071,716.52	305	8,495,269.57		307	272,576,446.95	309
2000 - Classified Salaries	90,467,764.03	311	737,051.41	313	89,730,712.62	315	6,293,404.13		317	83,437,308.49	319
3000 - Employee Benefits	134,825,878.13	321	255,402.49	323	134,570,475.64	325	4,528,285.25		327	130,042,190.39	329
4000 - Books, Supplies Equip Replace. (6500)	36,461,714.89	331	823,308.77	333	35,638,406.12	335	3,412,471.04		337	32,225,935.08	339
5000 - Services... & 7300 - Indirect Costs	76,217,679.52	341	989,430.14	343	75,228,249.38	345	19,803,558.97		347	55,424,690.41	349
TOTAL					616,239,560.28	365			TOTAL	573,706,571.32	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object	EDP No.
1. Teacher Salaries as Per EC 41011	1100	375
2. Salaries of Instructional Aides Per EC 41011	2100	380
3. STRS	3101 & 3102	382
4. PERS	3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans) . . . . .	3301 & 3302	384
6. Unemployment Insurance	3401 & 3402	385
7. Workers' Compensation Insurance	3501 & 3502	390
8. OPEB, Active Employees (EC 41372)	3601 & 3602	392
9. Other Benefits (EC 22310)	3751 & 3752	393
10. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)	3901 & 3902	395
11. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.		0.00
12. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).		8,840,254.36
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		
14. TOTAL SALARIES AND BENEFITS		344,661,553.95
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		60.08%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	60.08%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	573,706,571.32
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Current Expense Formula/Minimum Classroom Compensation

---

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	273,347,085.73	301	0.00	303	273,347,085.73	305	7,563,039.54		307	265,784,046.19	309
2000 - Classified Salaries	93,377,663.55	311	610,684.13	313	92,766,979.42	315	6,333,114.12		317	86,433,865.30	319
3000 - Employee Benefits	149,037,145.29	321	246,479.65	323	148,790,665.64	325	4,369,206.20		327	144,421,459.44	329
4000 - Books, Supplies Equip Replace. (6500)	34,926,805.49	331	808,300.00	333	34,118,505.49	335	2,475,131.12		337	31,643,374.37	339
5000 - Services. . . & 7300 - Indirect Costs	65,045,971.41	341	131,773.61	343	64,914,197.80	345	21,256,320.55		347	43,657,877.25	349
TOTAL					613,937,434.08	365			TOTAL	571,940,622.55	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object	EDP No.
1. Teacher Salaries as Per EC 41011	1100	375
2. Salaries of Instructional Aides Per EC 41011	2100	380
3. STRS	3101 & 3102	382
4. PERS	3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	395
7. Unemployment Insurance	3501 & 3502	390
8. Workers' Compensation Insurance	3601 & 3602	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	393
10. Other Benefits (EC 22310)	3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		8,267,974.36
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		396
14. TOTAL SALARIES AND BENEFITS		347,184,189.88
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		60.70%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	60.70%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	571,940,622.55
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Current Expense Formula/Minimum Classroom Compensation

---

**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 17,688,245.22
- 2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 489,166,382.82

**C. Percentage of Plant Services Costs Attributable to General Administration**

- (Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 3.62%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. \_\_\_\_\_  
Retain supporting documentation.

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	36,260,509.24
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	6,156,912.25
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	85,000.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	171,049.01
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	2,000,452.52
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	44,673,923.02
9. Carry-Forward Adjustment (Part IV, Line F)	11,895,612.50
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	56,569,535.52

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	395,185,800.05
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	69,781,923.44
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	29,258,567.55
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	4,529,710.74
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	134,043.61
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	2,198,285.56
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	231,642.03
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	265,769.21
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	53,260,666.95
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	3,596,118.55
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	31,956,500.00
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	590,399,027.69

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**  
(For information only - not for use when claiming/recovering indirect costs)  
(Line A8 divided by Line B18)

7.57%

**Preliminary Proposed Indirect Cost Rate**

(For final approved fixed-with-carry-forward rate for use in 2017-18 see [www.cde.ca.gov/fg/ac/lic](http://www.cde.ca.gov/fg/ac/lic))  
(Line A10 divided by Line B18)

9.58%



**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>44,673,923.02</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>5,538,586.38</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (6.49%) times Part III, Line B18); zero if negative	<u>11,895,612.50</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (6.49%) times Part III, Line B18) or (the highest rate used to recover costs from any program (6.49%) times Part III, Line B18); zero if positive	<u>0.00</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>11,895,612.</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>11,895,612.50</u>

Approved indirect cost rate: 6.49%  
Highest rate used in any program: 6.49%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	19,015,611.48	1,234,113.19	6.49%
01	3060	613,384.67	9,200.77	1.50%
01	3061	8,927.10	133.90	1.50%
01	3110	27,861.09	417.91	1.50%
01	3180	2,280,364.82	147,958.19	6.49%
01	3310	8,820,503.41	572,450.59	6.49%
01	3315	312,689.45	20,293.55	6.49%
01	3320	726,095.41	47,123.59	6.49%
01	3327	595,040.85	38,618.15	6.49%
01	3345	8,097.23	525.51	6.49%
01	3385	272,187.28	17,664.95	6.49%
01	3395	29,579.82	1,919.73	6.49%
01	3410	278,854.15	18,097.63	6.49%
01	3550	478,889.00	23,943.00	5.00%
01	4035	3,897,771.62	252,965.38	6.49%
01	4050	759,369.90	49,283.10	6.49%
01	4124	1,603,669.95	80,183.20	5.00%
01	4203	3,817,661.50	76,510.33	2.00%
01	5630	211,929.76	13,754.24	6.49%
01	5640	1,887,183.00	122,478.18	6.49%
01	5810	412,548.25	22,025.70	5.34%
01	6010	7,678,865.27	383,943.26	5.00%
01	6382	1,761,328.39	114,310.21	6.49%
01	6512	2,183,859.00	141,732.45	6.49%
01	6515	5,863.46	380.54	6.49%
01	6520	321,721.06	20,879.70	6.49%
01	7220	291,249.20	18,901.80	6.49%
01	7370	104,616.05	6,788.95	6.49%
01	7810	600,493.69	38,972.04	6.49%
01	8150	16,024,951.36	1,040,019.34	6.49%
01	9010	4,405,222.35	8,112.08	0.18%
12	6105	3,386,302.00	219,771.00	6.49%
12	6127	104,923.55	6,810.00	6.49%
13	5310	28,652,818.00	1,464,159.00	5.11%
13	5320	3,303,682.00	168,818.00	5.11%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		150,546.46	150,546.46
2. State Lottery Revenue	8560	7,408,610.03		2,276,341.35	9,684,951.38
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		7,408,610.03	0.00	2,426,887.81	9,835,497.84
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	5,548,198.92			5,548,198.92
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	1,860,411.11			1,860,411.11
4. Books and Supplies	4000-4999	0.00		2,269,472.81	2,269,472.81
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			152,229.00	152,229.00
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		7,408,610.03	0.00	2,421,701.81	9,830,311.84
<b>C. ENDING BALANCE</b>					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	5,186.00	5,186.00
<b>D. COMMENTS:</b>					
Printing of consumable textbooks; Discovery Streaming-Instructional Videos; Follett/Destiny Service and Support-A library and textbook management program;					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

**July 1 Budget (Single Adoption)  
General Fund  
Multiyear Projection  
Unrestricted and Restricted Resources**

	Object Code	Base Year 2016 - 17	Year 1 2017 - 18	Year 2 2018 - 19
<b>Revenues</b>				
LCFF/State Aid	8010 - 8099	\$514,365,661.67	\$514,292,778.67	\$518,007,577.67
Federal Revenues	8100 - 8299	\$43,962,919.93	\$41,962,919.93	\$41,962,919.93
Other State Revenues	8300 - 8599	\$77,624,666.44	\$76,983,988.43	\$77,755,126.00
Other Local Revenues	8600 - 8799	\$7,731,934.39	\$5,216,661.39	\$4,909,976.47
<b>Revenues</b>		<b>\$643,685,182.43</b>	<b>\$638,456,348.42</b>	<b>\$641,635,600.07</b>
<b>Expenditures</b>				
Certificated Salaries	1000 - 1999	\$273,347,085.73	\$270,990,751.92	\$270,136,685.07
Classified Salaries	2000 - 2999	\$93,377,663.55	\$93,611,107.69	\$93,817,689.99
Employee Benefits	3000 - 3999	\$149,037,145.29	\$157,852,914.30	\$167,254,632.58
Books and Supplies	4000 - 4999	\$34,704,400.49	\$31,380,486.97	\$30,402,174.93
Services and Other Operating	5000 - 5999	\$67,064,905.29	\$57,918,529.90	\$58,990,904.69
Capital Outlay	6000 - 6900	\$4,956,826.56	\$4,956,826.56	\$4,956,826.56
Other Outgo	7000 - 7299	\$5,340,935.00	\$5,340,935.00	\$5,340,935.00
Direct Support/Indirect Cost	7300 - 7399	(\$2,018,933.88)	(\$2,018,933.88)	(\$2,018,933.88)
Debt Service	7400 - 7499	\$251,524.00	\$251,524.00	\$251,524.00
<b>Expenditures</b>		<b>\$626,061,552.03</b>	<b>\$620,284,142.46</b>	<b>\$629,132,438.94</b>
Excess (Deficiency) of Revenues Over Expenditures		\$17,623,630.40	\$18,172,205.96	\$12,503,161.13
<b>Other Financing Sources/Uses</b>				
Interfund Transfers In	8900 - 8929	\$0.00	\$0.00	\$0.00
Interfund Transfers Out	7600 - 7629	\$6,828,415.93	\$6,367,704.00	\$6,407,668.00
All Other Financing Sources	8930 - 8979	\$0.00	\$0.00	\$0.00
All Other Financing Uses	7630 - 7699	\$0.00	\$0.00	\$0.00
Contributions	8980 - 8999	\$0.00	\$0.00	\$0.00
<b>Other Financing Sources/Uses</b>		<b>(\$6,828,415.93)</b>	<b>(\$6,367,704.00)</b>	<b>(\$6,407,668.00)</b>
<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$10,795,214.47</b>	<b>\$11,804,501.96</b>	<b>\$6,095,493.13</b>
<b>Fund Balance</b>				
Beginning Fund Balance	9791	\$66,069,681.63	\$76,864,896.10	\$88,669,398.06
Audit Adjustments	9793	\$0.00	\$0.00	\$0.00
Other Restatements	9795	\$0.00	\$0.00	\$0.00
Adjusted Beginning Fund Balance	9797	\$66,069,681.63	\$76,864,896.10	\$88,669,398.06
Ending Fund Balance	9799	\$76,864,896.10	\$88,669,398.06	\$94,764,891.19
<b>Components of Ending Fund Balance</b>				
Reserved Balances	9700	\$0.00	\$0.00	\$0.00
<b>Fund Balance, Nonspendable</b>				
Nonspendable Revolving Cash	9711	\$170,000.00	\$170,000.00	\$170,000.00
Nonspendable Stores	9712	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Nonspendable Prepaid Items	9713	\$0.00	\$0.00	\$0.00
All Other Nonspendable Assets	9719	\$0.00	\$0.00	\$0.00
General Reserve	9730	\$0.00	\$0.00	\$0.00
Restricted Balance	9740	\$10,789,077.58	\$10,193,305.71	\$9,776,198.34
<b>Committed</b>				
Stabilization Arrangements	9750	\$7,547,581.70	\$7,547,581.70	\$7,547,581.70
Other Commitments	9760	\$0.00	\$0.00	\$0.00
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	\$0.00	\$0.00	\$0.00
Other Assignments	9780	\$44,700,437.46	\$57,225,473.72	\$63,560,309.01
0000 SAEA 1% ongoing Salary raise	9780	\$2,816,584.20	\$5,676,616.12	\$8,580,095.72
0032 Civic Center	9780	\$43,680.01	\$43,680.01	\$43,680.01
0033 Godinez Rental	9780	\$20,248.38	\$20,248.38	\$20,248.38
0308 QZAB Solar Energy	9780	\$2,072,197.05	\$2,072,197.05	\$2,072,197.05
0703 LIFI contract	9780	\$350,000.00	\$700,000.00	\$1,050,000.00
0720 15-16 One-time Discretionary	9780	\$6,553,106.29	\$4,065,306.29	\$1,577,506.29
0720 SAEA 1% off schedule payment	9780	\$2,816,584.20	\$2,816,584.20	\$2,816,584.20
0803 Instructional Materials	9780	\$3,089,074.19	\$3,439,074.19	\$3,789,074.19
0000 Declining Enrollment	9780	\$26,938,963.14	\$38,391,767.48	\$43,610,923.17
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	\$12,657,799.36	\$12,533,036.93	\$12,710,802.14
Undesignated/Unappropriated	9790	(\$0.00)	(\$0.00)	(\$0.00)

**July 1 Budget (Single Adoption)  
General Fund  
Multiyear Projection  
Unrestricted Resources**

	Object Code	Base Year 2016 - 17	Year 1 2017 - 18	Year 2 2018 - 19
<b>Revenues</b>				
LCFF/State Aid	8010 - 8099	\$514,365,661.67	\$514,292,778.67	\$518,007,577.67
Federal Revenues	8100 - 8299	\$414,766.00	\$414,766.00	\$414,766.00
Other State Revenues	8300 - 8599	\$9,002,367.00	\$8,912,434.00	\$8,898,266.00
Other Local Revenues	8600 - 8799	\$4,476,537.39	\$1,943,564.39	\$1,855,229.47
<b>Revenues</b>		<b>\$528,259,332.06</b>	<b>\$525,563,543.06</b>	<b>\$529,175,839.14</b>
<b>Expenditures</b>				
Certificated Salaries	1000 - 1999	\$212,955,922.87	\$210,701,462.29	\$209,433,296.04
Classified Salaries	2000 - 2999	\$56,999,173.03	\$57,141,670.96	\$57,284,525.14
Employee Benefits	3000 - 3999	\$90,897,026.65	\$97,354,169.47	\$104,173,028.63
Books and Supplies	4000 - 4999	\$18,435,619.52	\$16,278,120.58	\$16,683,445.78
Services and Other Operating	5000 - 5999	\$51,700,905.57	\$43,647,243.08	\$44,646,826.54
Capital Outlay	6000 - 6900	\$654,231.89	\$654,231.89	\$654,231.89
Other Outgo	7000 - 7299	\$2,415,398.00	\$2,415,398.00	\$2,415,398.00
Direct Support/Indirect Cost	7300 - 7399	(\$5,671,015.24)	(\$5,568,008.51)	(\$5,568,008.51)
Debt Service	7400 - 7499	\$251,524.00	\$251,524.00	\$251,524.00
<b>Expenditures</b>		<b>\$428,638,786.29</b>	<b>\$422,875,811.76</b>	<b>\$429,974,267.51</b>
Excess (Deficiency) of Revenues Over Expenditures		\$99,620,545.77	\$102,687,731.30	\$99,201,571.63
<b>Other Financing Sources/Uses</b>				
Interfund Transfers In	8900 - 8929	\$0.00	\$0.00	\$0.00
Interfund Transfers Out	7600 - 7629	\$6,828,415.93	\$6,367,704.00	\$6,407,668.00
All Other Financing Sources	8930 - 8979	\$0.00	\$0.00	\$0.00
All Other Financing Uses	7630 - 7699	\$0.00	\$0.00	\$0.00
Contributions	8980 - 8999	(\$81,820,349.75)	(\$83,919,753.47)	(\$86,281,303.13)
<b>Other Financing Sources/Uses</b>		<b>(\$88,648,765.68)</b>	<b>(\$90,287,457.47)</b>	<b>(\$92,688,971.13)</b>
<b>Net Increase (Decrease) in Fund Balance</b>		<b>\$10,971,780.09</b>	<b>\$12,400,273.83</b>	<b>\$6,512,600.50</b>
<b>Fund Balance</b>				
Beginning Fund Balance	9791	\$55,104,038.43	\$66,075,818.52	\$78,476,092.35
Audit Adjustments	9793	\$0.00	\$0.00	\$0.00
Other Restatements	9795	\$0.00	\$0.00	\$0.00
Adjusted Beginning Fund Balance	9797	\$55,104,038.43	\$66,075,818.52	\$78,476,092.35
Ending Fund Balance	9799	\$66,075,818.52	\$78,476,092.35	\$84,988,692.85
<b>Components of Ending Fund Balance</b>				
Reserved Balances	9700	\$0.00	\$0.00	\$0.00
<b>Fund Balance, Nonspendable</b>				
Nonspendable Revolving Cash	9711	\$170,000.00	\$170,000.00	\$170,000.00
Nonspendable Stores	9712	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Nonspendable Prepaid Items	9713	\$0.00	\$0.00	\$0.00
All Other Nonspendable Assets	9719	\$0.00	\$0.00	\$0.00
General Reserve	9730	\$0.00	\$0.00	\$0.00
Restricted Balance	9740	\$0.00	\$0.00	\$0.00
<b>Committed</b>				
Stabilization Arrangements	9750	\$7,547,581.70	\$7,547,581.70	\$7,547,581.70
Other Commitments	9760	\$0.00	\$0.00	\$0.00
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	\$0.00	\$0.00	\$0.00
<b>Other Assignments</b>				
0000 SAEA 1% ongoing Salary raise	9780	\$2,816,584.20	\$5,676,616.12	\$8,580,095.72
0032 Civic Center	9780	\$43,680.01	\$43,680.01	\$43,680.01
0033 Godinez Rental	9780	\$20,248.38	\$20,248.38	\$20,248.38
0308 QZAB Solar Energy	9780	\$2,072,197.05	\$2,072,197.05	\$2,072,197.05
0703 LIFI contract	9780	\$350,000.00	\$700,000.00	\$1,050,000.00
0720 15-16 One-time Discretionary	9780	\$6,553,106.29	\$4,065,306.29	\$1,577,506.29
0720 SAEA 1% off schedule payment	9780	\$2,816,584.20	\$2,816,584.20	\$2,816,584.20
0803 Instructional Materials	9780	\$3,089,074.19	\$3,439,074.19	\$3,789,074.19
0000 Declining Enrollment	9780	\$26,938,963.14	\$38,391,767.48	\$43,610,923.17
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	\$12,657,799.36	\$12,533,036.93	\$12,710,802.14
Undesignated/Unappropriated	9790	(\$0.00)	(\$0.00)	(\$0.00)

**July 1 Budget (Single Adoption)  
General Fund  
Multiyear Projection  
Restricted Resources**

	Object Code	Base Year 2016 - 17	Year 1 2017 - 18	Year 2 2018 - 19
<b>Revenues</b>				
LCFF/State Aid	8010 - 8099	\$0.00	\$0.00	\$0.00
Federal Revenues	8100 - 8299	\$43,548,153.93	\$41,548,153.93	\$41,548,153.93
Other State Revenues	8300 - 8599	\$68,622,299.44	\$68,071,554.43	\$68,856,860.00
Other Local Revenues	8600 - 8799	\$3,255,397.00	\$3,273,097.00	\$2,054,747.00
<b>Revenues</b>		<b>\$115,425,850.37</b>	<b>\$112,892,805.36</b>	<b>\$112,459,760.93</b>
<b>Expenditures</b>				
Certificated Salaries	1000 - 1999	\$60,391,162.86	\$60,289,289.63	\$60,703,389.03
Classified Salaries	2000 - 2999	\$36,378,490.52	\$36,469,436.73	\$36,533,164.85
Employee Benefits	3000 - 3999	\$58,140,118.64	\$60,498,744.83	\$63,081,603.95
Books and Supplies	4000 - 4999	\$16,268,780.97	\$15,102,366.39	\$13,718,729.15
Services and Other Operating	5000 - 5999	\$15,363,999.72	\$14,271,286.82	\$14,344,078.15
Capital Outlay	6000 - 6900	\$4,302,594.67	\$4,302,594.67	\$4,302,594.67
Other Outgo	7000 - 7299	\$2,925,537.00	\$2,925,537.00	\$2,925,537.00
Direct Support/Indirect Cost	7300 - 7399	\$3,652,081.36	\$3,549,074.63	\$3,549,074.63
Debt Service	7400 - 7499	\$0.00	\$0.00	\$0.00
<b>Expenditures</b>		<b>\$197,422,765.74</b>	<b>\$197,408,330.70</b>	<b>\$199,158,171.43</b>
Excess (Deficiency) of Revenues Over Expenditures		(\$81,996,915.37)	(\$84,515,525.34)	(\$86,698,410.50)
<b>Other Financing Sources/Uses</b>				
Interfund Transfers In	8900 - 8929	\$0.00	\$0.00	\$0.00
Interfund Transfers Out	7600 - 7629	\$0.00	\$0.00	\$0.00
All Other Financing Sources	8930 - 8979	\$0.00	\$0.00	\$0.00
All Other Financing Uses	7630 - 7699	\$0.00	\$0.00	\$0.00
Contributions	8980 - 8999	\$81,820,349.75	\$83,919,753.47	\$86,281,303.13
<b>Other Financing Sources/Uses</b>		<b>\$81,820,349.75</b>	<b>\$83,919,753.47</b>	<b>\$86,281,303.13</b>
<b>Net Increase (Decrease) in Fund Balance</b>		<b>(\$176,565.62)</b>	<b>(\$595,771.87)</b>	<b>(\$417,107.37)</b>
<b>Fund Balance</b>				
Beginning Fund Balance	9791	\$10,965,643.20	\$10,789,077.58	\$10,193,305.71
Audit Adjustments	9793	\$0.00	\$0.00	\$0.00
Other Restatements	9795	\$0.00	\$0.00	\$0.00
Adjusted Beginning Fund Balance	9797	\$10,965,643.20	\$10,789,077.58	\$10,193,305.71
Ending Fund Balance	9799	\$10,789,077.58	\$10,193,305.71	\$9,776,198.34
<b>Components of Ending Fund Balance</b>				
Reserved Balances	9700	\$0.00	\$0.00	\$0.00
<b>Fund Balance, Nonspendable</b>				
Nonspendable Revolving Cash	9711	\$0.00	\$0.00	\$0.00
Nonspendable Stores	9712	\$0.00	\$0.00	\$0.00
Nonspendable Prepaid Items	9713	\$0.00	\$0.00	\$0.00
All Other Nonspendable Assets	9719	\$0.00	\$0.00	\$0.00
General Reserve	9730	\$0.00	\$0.00	\$0.00
Restricted Balance	9740	\$10,789,077.58	\$10,193,305.71	\$9,776,198.34
<b>Committed</b>				
Stabilization Arrangements	9750	\$0.00	\$0.00	\$0.00
Other Commitments	9760	\$0.00	\$0.00	\$0.00
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	\$0.00	\$0.00	\$0.00
Other Assignments	9780	\$0.00	\$0.00	\$0.00
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	\$0.00	\$0.00	\$0.00
Undesignated/Unappropriated	9790	\$0.00	\$0.00	\$0.00

Object	CB - Budget	Actual July	Actual August	Actual September	Actual October	Actual November	Actual December	Actual January	Actual February	Actual March	Actual April	Projection May	Projection June	Projection Total	Projected Actual	Total
Beginning Cash Balance		54,934,007	55,769,562	30,623,979	53,694,401	39,331,857	34,505,543	121,242,127	114,571,139	93,021,317	97,341,395	106,408,974	62,493,793			
<b>Receipts</b>																
LCHF	311,854,588	16,486,795	16,486,795	29,764,716	29,676,230	29,676,230	29,708,516	29,676,231	24,358,484	26,669,649	28,288,165	29,676,229	21,376,549		0	311,854,588
Education Protection Account Payment	71,035,999	1,395,488	1,395,488	4,146,771	641,631	8,381,141	36,136,103	13,885,956	95,036	19,651,882	29,869,171	6,866,072	15,295,564		-	68,348,403
Emergency Tax	116,971,823	5,778,589	117,745	4,146,771	641,631	8,381,141	36,136,103	13,885,956	95,036	19,651,882	29,869,171	6,866,072	15,295,564		-	68,348,403
Other	8080-8099	(11,746,323)	(400,139)	(800,277)	(533,517)	(2,703,269)	(533,517)	(533,517)	(633,517)	(1,042,647)	(862,526)	(2,505,476)	(1,016,818)		0	(11,746,323)
Federal Revenues	8100-8298	56,643,568	3,961,005	2,860,859	1,821,048	284,850	5,515,057	2,320,320	4,452,104	1,713,361	1,208,402	2,800,000	29,898,140		(0)	56,643,568
Other State Revenues	8300-8599	104,324,863	1,427,770	8,842,098	486,458	8,252,091	17,189,707	16,354,359	3,254,314	7,212,051	7,702,282	13,450,805	18,726,158		(0)	104,324,863
Other Local Revenues	8600-8799	6,163	242,625	525,976	366,067	1,207,122	2,194,048	513,180	1,654,547	326,980	872,609	2,250,000	8,704,938		0	15,555,361
Interfund Transfers/Contributions	8800-9899	1,035	(829,764)	5,130,784	6,075,038	(2,905,673)	3,981,942	2,536,721	(461,679)	(165,164)	(85,730)	-	-		(616)	1,035
Assets (Calc)	9111-9499	11,183,810	(829,764)	5,130,784	6,075,038	(2,905,673)	3,981,942	2,536,721	(461,679)	(165,164)	(85,730)	-	-		-	24,780,283
<b>Total Receipts</b>	<b>854,614,770</b>	<b>34,893,127</b>	<b>21,006,487</b>	<b>67,644,396</b>	<b>39,633,668</b>	<b>42,212,492</b>	<b>113,657,328</b>	<b>64,263,260</b>	<b>29,611,228</b>	<b>69,632,412</b>	<b>87,011,472</b>	<b>92,236,628</b>	<b>83,406,389</b>		<b>(616)</b>	<b>692,840,120</b>
<b>Disbursements</b>																
Certificated Salaries	1000-1999	281,071,717	3,563,663	22,593,754	22,457,725	22,714,470	523,865	45,611,235	24,631,477	24,334,071	31,382,339	30,425,297	30,440,087		(0)	281,071,717
Classified Salaries	2000-2999	90,467,764	(265,502)	3,677,624	7,444,181	7,903,650	8,146,965	7,623,784	7,614,145	8,125,339	8,033,152	13,529,578	13,529,578		0	90,467,764
Employee Benefits	3000-3999	134,825,878	205,673	6,363,533	9,942,848	9,954,141	9,747,959	8,684,513	10,044,993	11,689,631	9,181,037	24,780,465	24,780,465		(0)	134,825,878
Supplies and Services	4000-5999	17,816,670	685,293	6,420,610	6,747,210	9,957,396	7,909,203	6,974,641	7,407,066	5,631,449	6,698,474	26,006,700	26,006,699		0	17,816,670
Capital Outlays	6000-7999	3,436,482	88,036	88,036	267,740	159,465	268,197	1,367,492.06	301,916	15,658	179,106	(112,056)	1,321,824		0	3,436,482
Other Financing/Transfers Out	7000-7999	19,605,966	88,036	88,036	267,740	159,465	268,197	1,367,492.06	301,916	15,658	179,106	(112,056)	1,321,824		0	19,605,966
Liabilities (Calc)	8000-8999	19,605,966	88,036	88,036	267,740	159,465	268,197	1,367,492.06	301,916	15,658	179,106	(112,056)	1,321,824		0	19,605,966
Audit Adjustments	9792-9795	29,766,209	6,809,788	1,116,292	2,941,488	(59,164)	1,000	68,409	(1,271,779)	1,678,673	2,047,764	-	-		-	43,088,681
Non-Operating Accounts	9900-9999	-	-	-	-	-	-	-	-	-	-	-	-		-	-
<b>Total Disbursements</b>	<b>649,646,000</b>	<b>34,047,572</b>	<b>46,162,060</b>	<b>44,696,973</b>	<b>62,806,112</b>	<b>47,035,606</b>	<b>26,860,741</b>	<b>70,824,238</b>	<b>60,281,061</b>	<b>65,112,334</b>	<b>67,843,883</b>	<b>96,161,609</b>	<b>109,869,701</b>		<b>0</b>	<b>691,964,281</b>
Ending Cash Balance		55,789,562	30,623,979	53,694,401	39,331,857	34,505,543	121,242,127	114,571,139	93,021,317	97,341,395	106,408,974	62,493,793	45,910,461			
Ending Available Cash Balance																

Object	CS - Budget	Projection July	Projection August	Projection September	Projection October	Projection November	Projection December	Projection January	Projection February	Projection March	Projection April	Projection May	Projection June	Projection Total	Projected Actual	Total
<b>Beginning Cash Balance</b>		45,969,845	44,336,196	20,242,342	44,186,545	31,080,672	27,189,672	114,407,292	109,492,239	95,134,757	102,363,279	114,111,167	62,409,436			
<b>Receipts</b>																
LCFF	339,904,268	16,995,214.40	16,995,214.40	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	30,591,385.92	0	339,904,268
Education Protection Account Payment	71,059,689	5,778,583	5,778,583	17,395,668	17,395,668	17,395,668	17,395,668	17,395,668	17,395,668	17,395,668	17,395,668	17,395,668	17,395,668	17,395,668	0	88,346,403
Property Tax	11,520,364	4,000,139	4,000,139	8,000,277	8,000,277	8,000,277	8,000,277	8,000,277	8,000,277	8,000,277	8,000,277	8,000,277	8,000,277	8,000,277	0	113,196,344
Other	8090-8999	43,962,920	3,961,405	3,961,405	2,660,659	2,660,659	2,660,659	2,660,659	2,660,659	2,660,659	2,660,659	2,660,659	2,660,659	2,660,659	0	(13,520,364)
Federal Revenues	8100-8999	77,626,666	1,427,770	1,427,770	8,842,098	8,842,098	8,842,098	8,842,098	8,842,098	8,842,098	8,842,098	8,842,098	8,842,098	8,842,098	0	43,962,920
Other State Revenues	8311	7,731,934	6,163	242,625	525,978	366,067	1,207,122	2,194,048	513,180	(1,854,547)	326,960	872,009	2,250,000	881,512	0	7,731,934
Other Local Revenues	8600-8999	11,183,910	(829,764)	5,130,784	6,075,036	3,961,942	(2,935,673)	2,836,721	(461,679)	(165,164)	(65,730)	-	(1,651)	0	0	24,760,263
Interfund Transfers/Contributions	9111-9499	643,867,182	35,381,648	21,614,888	89,493,868	39,446,724	43,727,648	114,670,198	39,724,132	62,854,118	69,354,884	62,439,883	94,368,227	692,612,634	0	812,012,634
Assess (Calc)																
<b>Disbursements</b>																
Classified Salaries	273,347,088	3,465,724	21,872,815	21,563,017	21,846,524	22,080,213	508,468	44,552,215	23,954,536	23,965,303	30,519,868	29,676,155	29,616,460	273,347,088	0	273,347,088
Classified Salaries	83,377,684	2,601,330	2,601,330	4,320,883	7,849,580	8,386,690	8,292,158	8,292,158	8,292,158	8,292,158	8,292,158	8,292,158	8,292,158	8,292,158	0	93,377,684
Employee Benefits	149,037,145	227,573	7,034,279	10,680,708	10,890,295	10,682,746	10,774,444	6,182,644	6,182,644	6,182,644	5,968,161	23,392,460	27,392,440	149,037,145	0	149,037,145
Supplies and Services	101,769,308	616,324	5,741,094	4,648,895	7,821,245	5,353,562	7,071,824	6,182,644	6,182,644	6,182,644	5,968,161	23,392,460	27,392,440	101,769,308	0	101,769,308
Capital Outlays	4,956,627	88,036	216,422	438,789	607,910	253,684	260,672	228,380	15,045	101,658	157,024	137,568	233,594	4,956,627	0	4,956,627
Other Outgo	3,576,525	88,036	86,036	267,400	158,454	158,465	226,797	1,361,462	301,916	587,829	421,018	152,550	(238,618)	3,576,525	0	3,576,525
All Other Financing/Transfers Out	7900-7999	6,826,418	29,786,209	6,809,788	621,192	489,668	1,000	68,409	(1,271,779)	1,678,673	2,047,784	-	-	6,826,418	0	6,826,418
Liabilities (Calc)																
Liabilities (Calc)																
Non-Operating Accounts																
Other																
<b>Total Disbursements</b>	632,882,688	34,946,184	44,606,740	44,646,882	62,666,867	47,618,642	27,315,592	70,683,488	60,101,614	63,306,627	67,676,868	94,161,864	94,368,227	676,881,648	0	676,881,648
Ending Cash Balance		44,336,196	20,242,342	44,186,545	31,080,672	27,189,672	114,407,292	109,492,239	95,134,757	102,363,279	114,111,167	62,409,436	31,930,730			
Ending Available Cash Balance																



Object	CB - Budget	Projection July	Projection August	Projection September	Projection October	Projection November	Projection December	Projection January	Projection February	Projection March	Projection April	Projection May	Projection June	Projection Total	Projected Actual	Total
<b>Beginning Cash Balance</b>		31,930,730	30,438,370	6,808,319	30,866,398	18,225,312	14,323,684	101,949,540	97,368,373	83,546,316	90,846,148	102,943,430	30,613,391			
<b>Receipts</b>																
LCFF	339,831,405	16,991,570.23	16,991,570.23	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	30,584,826.42	0	339,831,405
Education Protection Account Payment	71,006,688	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	17,395,468	0	71,006,688
Property Tax	116,971,980	5,778,569	5,778,569	4,146,771	6,416,631	8,391,141	36,136,003	13,085,956	95,036	5,656,280	29,860,171	6,866,072	422,819	15,995,584	0	116,971,980
Other	(13,520,304)	(400,139)	(800,277)	(800,277)	(533,517)	(2,703,289)	(533,517)	(533,517)	(533,517)	(1,042,647)	(842,628)	(2,806,479)	(2,790,800)	(2,790,800)	0	(13,520,304)
Federal Revenues	41,952,920	3,961,405	2,680,859	1,821,048	2,944,850	5,515,057	2,320,320	4,452,184	1,713,381	1,206,402	1,206,402	2,800,000	15,217,494	41,952,920	(0)	41,952,920
Other State Revenues	76,993,988	1,427,770	8,842,098	486,456	8,452,091	17,189,707	16,354,359	3,254,314	7,212,051	7,702,282	2,417,545	2,417,545	2,417,544	76,993,988	0	76,993,988
Other Local Revenues	5,216,661	6,183	242,625	525,975	366,667	1,287,122	2,194,048	513,180	(1,654,547)	328,980	872,689	300,000	316,230	5,216,661	0	5,216,661
Investment Income	9,000,899	11,183,810	(829,764)	5,130,784	6,075,036	(2,905,673)	3,981,942	2,836,721	(461,679)	(165,164)	(85,730)		(1,651)	9,000,899	0	9,000,899
Assets (Calc)																24,760,283
<b>Total Receipts</b>	<b>638,489,348</b>	<b>38,387,802</b>	<b>21,611,242</b>	<b>88,498,608</b>	<b>39,442,146</b>	<b>43,121,088</b>	<b>114,453,638</b>	<b>66,181,846</b>	<b>36,737,672</b>	<b>92,647,680</b>	<b>99,298,184</b>	<b>40,161,966</b>	<b>61,482,056</b>	<b>666,781,700</b>	<b>(0)</b>	<b>666,781,700</b>
<b>Disbursements</b>																
Classified Salaries	270,990,752	3,435,848	21,783,403	21,397,748	21,652,253	21,899,769	505,076	44,168,162	23,748,041	23,461,301	30,256,715	29,321,199	29,361,157	270,990,752	(0)	270,990,752
Classified Salaries	93,611,108	2,808,333	3,753,667	5,334,185	7,702,832	8,178,286	8,429,021	7,888,676	7,878,702	8,407,657	8,312,888	12,459,638	12,550,841	93,611,108	(0)	93,611,108
Employee Benefits	157,852,914	241,034	7,450,367	11,172,681	11,640,377	11,314,689	11,411,768	10,401,907	11,760,587	13,684,944	10,749,075	29,012,743	29,012,743	157,852,914	(0)	157,852,914
Supplies and Services	89,299,017	540,802	5,037,610	4,079,235	6,862,870	4,597,564	6,205,871	5,425,059	5,811,402	4,575,212	5,256,459	20,404,895	20,003,613	89,299,017	(0)	89,299,017
Capital Outlays	4,956,827	218,422	218,422	439,789	607,910	253,684	290,072	228,360	15,045	101,658	157,074	1,337,596	1,337,596	4,956,827	0	4,956,827
Other Outgo	3,573,525	86,036	86,036	287,740	158,464	358,465	226,197	1,361,492.00	301,916	387,899	421,618	(44,000)	(43,088)	3,573,525	0	3,573,525
All Other Financing/Transfers Out	5,367,704	29,766,209	6,809,788	11,146,282	2,944,688	169,163	1,000	68,409	(1,271,739)	1,678,673	2,047,764		354,663	5,367,704	(0)	5,367,704
Other Financing/Transfers In																43,088,681
Non-Operating Accounts																
<b>Total Disbursements</b>	<b>628,681,648</b>	<b>38,880,283</b>	<b>46,141,283</b>	<b>44,428,428</b>	<b>52,078,251</b>	<b>48,824,517</b>	<b>27,039,879</b>	<b>68,542,412</b>	<b>49,780,030</b>	<b>65,247,856</b>	<b>67,200,684</b>	<b>67,482,003</b>	<b>93,113,648</b>	<b>689,760,628</b>	<b>(1)</b>	<b>689,760,628</b>
Ending Cash Balance		30,438,369.61	6,808,319.03	30,666,398.03	18,229,311.89	14,525,863.67	101,949,540.40	97,569,873.34	83,546,515.83	80,846,148.90	102,943,429.82	50,613,391.44	18,961,901.37			
Ending Available Cash Balance																

Section I - Expenditures	Funds 01, 09, and 62			2015-16 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	650,321,642.32
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	55,476,705.25
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	134,043.61
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	5,599,533.37
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	257,163.20
4. Other Transfers Out	All	9200	7200-7299	81,843.00
5. Interfund Transfers Out	All	9300	7600-7629	19,605,965.73
6. All Other Financing Uses	All	9100 9200	7699 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	1,153,701.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				26,832,249.91
D. Plus additional MOE expenditures:			1000-7143, 7300-7439 minus 8000-8699	
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All		0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				568,012,687.16

<b>Section II - Expenditures Per ADA</b>		<b>2015-16 Annual ADA/ Exps. Per ADA</b>
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		54,767.14
B. Expenditures per ADA (Line I.E divided by Line II.A)		10,371.41
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		
	<b>Total</b>	<b>Per ADA</b>
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	471,869,786.82	9,222.07
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	471,869,786.82	9,222.07
B. Required effort (Line A.2 times 90%)	424,682,808.14	8,299.86
C. Current year expenditures (Line I.E and Line II.B)	568,012,687.16	10,371.41
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2017-18 may be reduced by the lower of the two percentages)	0.00%	0.00%

**SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)**

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(47,553.62)	0.00	(1,859,558.00)				
Other Sources/Uses Detail					1,034.94	19,605,965.73		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	3,153.62	0.00	0.00	0.00				
Other Sources/Uses Detail					365,813.17	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	14,400.00	0.00	226,581.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	23,000.00	0.00	1,632,977.00	0.00				
Other Sources/Uses Detail					624,667.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	1,034.94		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					12,025,822.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					154.18	149.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					2,567,096.00	1,441,536.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					5,209,103.05	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 OTHER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	7,000.00	0.00						
Other Sources/Uses Detail					255,000.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
<b>TOTALS</b>	<b>47,553.62</b>	<b>(47,553.62)</b>	<b>1,859,558.00</b>	<b>(1,859,558.00)</b>	<b>21,048,690.34</b>	<b>21,048,685.67</b>	<b>0.00</b>	<b>0.00</b>

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(26,400.00)	0.00	(2,018,933.88)				
Other Sources/Uses Detail					0.00	6,828,415.93		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					106,699.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
CHILD DEVELOPMENT FUND								
Expenditure Detail	14,400.00	0.00	185,516.88	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	12,000.00	0.00	1,833,417.00	0.00				
Other Sources/Uses Detail					524,392.93	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					1,193,757.00	1,442,106.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					6,190,673.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

July 1 Budget  
2016-17 Budget  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CENTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					255,000.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
<b>TOTALS</b>	<b>26,400.00</b>	<b>(26,400.00)</b>	<b>2,018,933.88</b>	<b>(2,018,933.88)</b>	<b>8,270,521.93</b>	<b>8,270,521.93</b>		



Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third Prior Year, enter Revenue Limit ADA data in the Original Budget Funded ADA column. For the Second and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Second and First Prior Years. All other data are extracted.

\*Please note for FY 2013-14 estimated/unaudited actuals and 2014-15 original budget: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	Original Budget Funded ADA (Form RL, Line 5c) (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4) (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4) (Form A, Lines A4 and C4)	ADA Variance Level  (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2013-14)	51,634.28	51,775.85	N/A	Met
Second Prior Year (2014-15)				
District Regular	51,768.57	51,743.20		
Charter School	0.00	4,188.90		
<b>Total ADA</b>	<b>51,768.57</b>	<b>55,932.10</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2015-16)				
District Regular	50,969.11	50,957.54		
Charter School	0.00	0.00		
<b>Total ADA</b>	<b>50,969.11</b>	<b>50,957.54</b>	<b>0.0%</b>	<b>Met</b>
Budget Year (2016-17)				
District Regular	49,863.52			
Charter School	0.00			
<b>Total ADA</b>	<b>49,863.52</b>			

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)



**2. CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for the Budget, First and Second Prior Years.

Fiscal Year	Enrollment		Enrollment Variance Level f Budget is greater than Actual, else N/A)	Status
	Budget	CBEDS Actual		
Third Prior Year (2013-14)	53,371	53,300	0.1%	Met
Second Prior Year (2014-15)				
District Regular	53,175	52,638		
Charter School	0	0		
<b>Total Enrollment</b>	<b>53,175</b>	<b>52,638</b>	<b>1.0%</b>	<b>Met</b>
First Prior Year (2015-16)				
District Regular	51,920	51,383		
Charter School	0	0		
<b>Total Enrollment</b>	<b>51,920</b>	<b>51,383</b>	<b>1.0%</b>	<b>Met</b>
Budget Year (2016-17)				
District Regular	49,754			
Charter School	0			
<b>Total Enrollment</b>	<b>49,754</b>			

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

**STANDARD:** Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

\*Please note for Fiscal Year 2013-14 estimated/unaudited actuals: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)* (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2013-14)	55,713	53,300	104.5%
Second Prior Year (2014-15)			
District Regular	51,090	52,638	
Charter School	4,189	0	
<b>Total ADA/Enrollment</b>	<b>55,279</b>	<b>52,638</b>	<b>105.0%</b>
First Prior Year (2015-16)			
District Regular	49,885	51,383	
Charter School	0	0	
<b>Total ADA/Enrollment</b>	<b>49,885</b>	<b>51,383</b>	<b>97.1%</b>
		Historical Average Ratio:	102.2%
		<b>District's ADA to Enrollment Standard (historical average ratio plus 0.5%):</b>	<b>102.7%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2016-17)				
District Regular	48,141	49,754		
Charter School	0	0		
<b>Total ADA/Enrollment</b>	<b>48,141</b>	<b>49,754</b>	<b>96.8%</b>	<b>Met</b>
1st Subsequent Year (2017-18)				
District Regular	47,356	48,940		
Charter School	0	0		
<b>Total ADA/Enrollment</b>	<b>47,356</b>	<b>48,940</b>	<b>96.8%</b>	<b>Met</b>
2nd Subsequent Year (2018-19)				
District Regular	46,963	48,532		
Charter School	0	0		
<b>Total ADA/Enrollment</b>	<b>46,963</b>	<b>48,532</b>	<b>96.8%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF Revenue**

**STANDARD:** Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

<sup>1</sup>Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

**4A. District's LCFF Revenue Standard**

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

**4A1. Calculating the District's LCFF Revenue Standard**

**DATA ENTRY:** Enter LCFF Target amounts for the budget and two subsequent fiscal years. Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2d. All other data is calculated.

**Projected LCFF Revenue**

Has the District reached its LCFF target funding level?

If Yes, then COLA amount in Line 2b2 is used in Line 2e Total calculation.  
If No, then Gap Funding in Line 2c is used in Line 2e Total calculation.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
LCFF Target (Reference Only)	548,995,540.00	536,554,769.00	540,611,282.00
<b>Step 1 - Change in Population</b>			
a. ADA (Funded) (Form A, lines A6 and C4)	51,162.54	50,068.52	47,561.40
b. Prior Year ADA (Funded)		51,162.54	48,345.95
c. Difference (Step 1a minus Step 1b)		(1,094.02)	(784.55)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		-2.14%	-1.62%
<b>Step 2 - Change in Funding Level</b>			
a. Prior Year LCFF Funding	490,542,474.00	518,368,690.00	518,295,807.00
b1. COLA percentage (if district is at target)	Not Applicable		
b2. COLA amount (proxy for purposes of this criterion)	Not Applicable	0.00	0.00
c. Gap Funding (if district is not at target)	37,191,683.00	15,953,071.00	11,272,730.00
d. Economic Recovery Target Funding (current year increment)			
e. Total (Lines 2b2 or 2c, as applicable, plus Line 2d)	37,191,683.00	15,953,071.00	11,272,730.00
f. Percent Change Due to Funding Level (Step 2e divided by Step 2a)	7.58%	3.08%	2.17%
<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2f)</b>			
	5.44%	-0.36%	0.55%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>	<b>4.44% to 6.44%</b>	<b>-1.36% to .64%</b>	<b>-.45% to 1.55%</b>

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	116,971,980.00	116,971,980.00	116,971,980.00	116,971,980.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Necessary Small School Standard (Gap Funding or COLA, plus Economic Recovery Target Payment, Step 2f, plus/minus 1%):	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	499,836,266.00	527,885,966.00	528,322,922.00	532,192,331.00
District's Projected Change in LCFF Revenue:		5.61%	0.08%	0.73%
LCFF Revenue Standard:		4.44% to 6.44%	-1.36% to .64%	-.45% to 1.55%
Status:		Met	Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**5. CRITERION: Salaries and Benefits**

**STANDARD:** Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

It is likely that for many districts the 2014-15 and 2015-16 change from the historical average ratio will exceed the standard because certain revenues that were restricted prior to the LCFF are now unrestricted within the LCFF.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2013-14)	287,889,218.22	326,814,449.85	88.1%
Second Prior Year (2014-15)	312,155,676.32	354,388,436.29	88.1%
First Prior Year (2015-16)	354,638,929.75	425,721,823.91	83.3%
	Historical Average Ratio:		86.5%

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.5% to 89.5%	83.5% to 89.5%	83.5% to 89.5%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2016-17)	360,852,122.55	428,638,786.29	84.2%	Met
1st Subsequent Year (2017-18)	365,197,302.72	422,875,811.76	86.4%	Met
2nd Subsequent Year (2018-19)	370,890,849.81	429,974,267.51	86.3%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

**STANDARD:** Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	5.44%	-0.36%	0.55%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-4.56% to 15.44%	-10.36% to 9.64%	-9.45% to 10.55%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	.44% to 10.44%	-5.36% to 4.64%	-4.45% to 5.55%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2015-16)	56,643,566.37		
Budget Year (2016-17)	43,962,919.93	-22.39%	Yes
1st Subsequent Year (2017-18)	41,962,919.93	-4.55%	No
2nd Subsequent Year (2018-19)	41,962,919.93	0.00%	No

**Explanation:**  
(required if Yes)

In 2016-17 it's due to a projected reduction of ten percent in Title I funding (\$1.7 million), a reduction in the projected budget for Title I SIG of \$1.8 million and for MediCal of \$0.3 million, a deferral in MAA revenue of \$0.7 million. Also it be budgeted when the amounts are known in 2016-17. In the out years the reduction is due to the expiration of Title I SIG.

**Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)**

First Prior Year (2015-16)	104,324,862.80		
Budget Year (2016-17)	77,624,666.44	-25.59%	Yes
1st Subsequent Year (2017-18)	76,983,988.43	-0.83%	No
2nd Subsequent Year (2018-19)	77,755,126.00	1.00%	No

**Explanation:**  
(required if Yes)

In 2016-17 One-time discretionary revenue of approximately \$27 million was not budgeted.

**Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)**

First Prior Year (2015-16)	15,555,360.86		
Budget Year (2016-17)	7,731,934.39	-50.29%	Yes
1st Subsequent Year (2017-18)	5,216,661.39	-32.53%	Yes
2nd Subsequent Year (2018-19)	3,909,976.47	-25.05%	Yes

**Explanation:**  
(required if Yes)

In 2016-17 E-Rate revenue was reduced by approximately \$6.9 million and ROP revenue was reduced by approximately \$0.8 million. In 2017-18 there would be no more E-Rate activities. Bechtel funding was scheduled until 2017-18, a reduction of approximately \$1.2 million in 2018-19.

**Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)**

First Prior Year (2015-16)	35,741,022.46		
Budget Year (2016-17)	34,704,400.49	-2.90%	Yes
1st Subsequent Year (2017-18)	31,380,486.97	-9.58%	Yes
2nd Subsequent Year (2018-19)	30,402,174.93	-3.12%	No

**Explanation:**  
(required if Yes)

Exclusion of carryover funds which are to be budgeted when the amounts are known in 2016-17. In 2017-18 it was due to the expiration of Title I SIG. In 2018-19 it's due to the expiration of Bechtel funding.



**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2015-16)	78,077,237.52		
Budget Year (2016-17)	67,064,905.29	-14.10%	Yes
1st Subsequent Year (2017-18)	57,918,529.90	-13.64%	Yes
2nd Subsequent Year (2018-19)	58,990,904.69	1.85%	No

**Explanation:**  
(required if Yes)

Exclusion of categorical carryover funds to be budgeted when the amount are know in 2016-17 as well as a reduction in the new year's projected budget. In 2017-18 we took out a one-time cost of approximately \$4.8 million for PARS implementation, \$3.9 million for E-Rate activities, and \$0.4 million for Renaissance Learning subscription renewal (it's a 2 year subscription renewed in 2016-17).

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2015-16)	176,523,790.03		
Budget Year (2016-17)	129,319,520.76	-26.74%	Not Met
1st Subsequent Year (2017-18)	124,163,569.75	-3.99%	Met
2nd Subsequent Year (2018-19)	123,628,022.40	-0.43%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2015-16)	113,818,259.98		
Budget Year (2016-17)	101,769,305.78	-10.59%	Not Met
1st Subsequent Year (2017-18)	89,299,016.87	-12.25%	Not Met
2nd Subsequent Year (2018-19)	89,393,079.62	0.11%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6B  
if NOT met)

In 2016-17 it's due to a projected reduction of ten percent in Title I funding (\$1.7 million), a reduction in the projected budget for Title I SIG of \$1.8 million and for MediCal of \$0.3 million, a deferral in MAA revenue of \$0.7 million. Also it be budgeted when the amounts are known in 2016-17. In the out years the reduction is due to the expiration of Title I SIG.

**Explanation:**  
Other State Revenue  
(linked from 6B  
if NOT met)

In 2016-17 One-time discretionary revenue of approximately \$27 million was not budgeted.

**Explanation:**  
Other Local Revenue  
(linked from 6B  
if NOT met)

In 2016-17 E-Rate revenue was reduced by approximately \$6.9 million and ROP revenue was reduced by approximately \$0.8 million. In 2017-18 there would be no more E-Rate activities. Bechtel funding was scheduled until 2017-18, a reduction of approximately \$1.2 million in 2018-19.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6B  
if NOT met)

Exclusion of carryover funds which are to be budgeted when the amounts are known in 2016-17. In 2017-18 it was due to the expiration of Title I SIG. In 2018-19 it's due to the expiration of Bechtel funding.

**Explanation:**  
Services and Other Exps  
(linked from 6B  
if NOT met)

Exclusion of categorical carryover funds to be budgeted when the amount are know in 2016-17 as well as a reduction in the new year's projected budget. In 2017-18 we took out a one-time cost of approximately \$4.8 million for PARS implementation, \$3.9 million for E-Rate activities, and \$0.4 million for Renaissance Learning subscription renewal (it's a 2 year subscription renewed in 2016-17).

**7. CRITERION: Facilities Maintenance**

**STANDARD:** Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as amended by AB 104 (Chapter 13, Statutes of 2015), effective 2015-16 and 2016-17 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** AB 104 (Chapter 13, Statutes of 2015) requires the district to deposit into the account, for the 2015-16 and 2016-17 fiscal years, a minimum amount that is the lesser of 3% of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year.

**DATA ENTRY:** Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)

**2. Ongoing and Major Maintenance/Restricted Maintenance Account**

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	632,889,967.96	3% of Total Current Year General Fund Expenditures and Other Financing Uses (Line 2c times 3%)	Amount Deposited* for 2014-15 Fiscal Year	Required Minimum Contribution/ Lesser of Current Year or 2014-15 Fiscal Year
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)				
c. Net Budgeted Expenditures and Other Financing Uses	632,889,967.96	18,986,699.04	14,716,518.64	14,716,518.64

Budgeted Contribution \*  
to the Ongoing and Major  
Maintenance Account

d. OMMA/RMA Contribution

18,986,699.04	Status Met
---------------	---------------

\* Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

**Explanation:**  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2013-14)	Second Prior Year (2014-15)	First Prior Year (2015-16)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	9,689,803.88	11,092,114.10	12,977,312.00
b. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	0.00	0.00
c. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
d. Available Reserves (Lines 1a through 1c)	9,689,803.88	11,092,114.10	12,977,312.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	484,490,193.89	531,018,222.78	648,865,599.76
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	484,490,193.89	531,018,222.78	648,865,599.76
3. District's Available Reserve Percentage (Line 1d divided by Line 2c)	2.0%	2.1%	2.0%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>0.7%</b>	<b>0.7%</b>	<b>0.7%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2013-14)	(14,727,319.14)	330,971,684.17	4.4%	Not Met
Second Prior Year (2014-15)	15,314,049.35	362,458,325.94	N/A	Met
First Prior Year (2015-16)	14,771,854.05	445,327,789.64	N/A	Met
Budget Year (2016-17) (Information only)	10,971,780.09	435,467,202.22		

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

**Explanation:**  
(required if NOT met)

In 2013-14 the District's unrestricted deficit spending exceeded the standard as a result of an increase in general fund contributions. The District utilized the beginning fund balance to mitigate this deficit spending.

**9. CRITERION: Fund Balance**

**STANDARD:** Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA		
1.7%	0	to	300
1.3%	301	to	1,000
1.0%	1,001	to	30,000
0.7%	30,001	to	400,000
0.3%	400,001	and	over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

**9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2013-14)	39,769,986.82	39,745,454.17	0.1%	Met
Second Prior Year (2014-15)	17,223,080.92	25,018,135.03	N/A	Met
First Prior Year (2015-16)	23,489,973.33	40,332,184.38	N/A	Met
Budget Year (2016-17) (Information only)	55,104,038.43			

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Budget Year data are extracted. Enter district regular ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$66,000 (greater of)	0	to	300
4% or \$66,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District Estimated P-2 ADA (Form A, Line A4):	48,141	47,168	46,775
District's Reserve Standard Percentage Level:	2%	2%	2%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
  - a. Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	632,889,967.96	626,651,846.46	635,540,106.94
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	632,889,967.96	626,651,846.46	635,540,106.94
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	12,657,799.36	12,533,036.93	12,710,802.14
6. Reserve Standard - by Amount (\$66,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. <b>District's Reserve Standard</b> <b>(Greater of Line B5 or Line B6)</b>	<b>12,657,799.36</b>	<b>12,533,036.93</b>	<b>12,710,802.14</b>

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Reserve Amounts

(Unrestricted resources 0000-1999 except Line 4):

1. General Fund - Stabilization Arrangements  
(Fund 01, Object 9750) (Form MYP, Line E1a)
2. General Fund - Reserve for Economic Uncertainties  
(Fund 01, Object 9789) (Form MYP, Line E1b)
3. General Fund - Unassigned/Unappropriated Amount  
(Fund 01, Object 9790) (Form MYP, Line E1c)
4. General Fund - Negative Ending Balances in Restricted Resources  
(Fund 01, Object 979Z, if negative, for each of resources 2000-9999)  
(Form MYP, Line E1d)
5. Special Reserve Fund - Stabilization Arrangements  
(Fund 17, Object 9750) (Form MYP, Line E2a)
6. Special Reserve Fund - Reserve for Economic Uncertainties  
(Fund 17, Object 9789) (Form MYP, Line E2b)
7. Special Reserve Fund - Unassigned/Unappropriated Amount  
(Fund 17, Object 9790) (Form MYP, Line E2c)
8. District's Budgeted Reserve Amount  
(Lines C1 thru C7)
9. District's Budgeted Reserve Percentage (Information only)  
(Line 8 divided by Section 10B, Line 3)

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
	7,547,581.70	7,547,581.70	7,547,581.70
	12,657,799.36	12,533,036.93	12,710,802.14
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	20,205,381.06	20,080,618.63	20,258,383.84
	3.19%	3.20%	3.19%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>12,657,799.36</b>	<b>12,533,036.93</b>	<b>12,710,802.14</b>
Status:	Met	Met	Met

District's Reserve Standard  
(Section 10B, Line 7):

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

**Explanation:**

(required if NOT met)

**SUPPLEMENTAL INFORMATION**

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2015-16)	(78,120,754.76)			
Budget Year (2016-17)	(81,820,349.75)	3,699,594.99	4.7%	Met
1st Subsequent Year (2017-18)	(83,919,753.47)	2,099,403.72	2.6%	Met
2nd Subsequent Year (2018-19)	(86,281,303.13)	2,361,549.66	2.8%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2015-16)	1,034.94			
Budget Year (2016-17)	0.00	(1,034.94)	-100.0%	Met
1st Subsequent Year (2017-18)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2018-19)	0.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2015-16)	19,605,965.73			
Budget Year (2016-17)	6,828,415.93	(12,777,549.80)	-65.2%	Not Met
1st Subsequent Year (2017-18)	6,367,704.00	(460,711.93)	-6.7%	Met
2nd Subsequent Year (2018-19)	6,407,668.00	39,964.00	0.6%	Met

1d. **Impact of Capital Projects**  
Do you have any capital projects that may impact the general fund operational budget? No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)



1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

**Explanation:**  
(required if NOT met)

District made a one-time fund transfers of approximately \$12 million to Fund 20, Special Reserve Fund for Postemployment Benefits and Santa Ana HS kitchen remodeling project of \$1.5 million; \$0.2 million to Advanced Learning Academy and an increase in interfund transfers of approximately \$1M for 1999 COPs.

1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

---

---

---

---

---

---

---

---

**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?  
(If No, skip item 2 and Sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2016
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	21	Fund 56	Fund 56	80,269,593
General Obligation Bonds	31	Fund 51	Fund 51	326,497,930
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences	ongoing	General Fund	General Fund	1,897,758

Other Long-term Commitments (do not include OPEB):

2002 QZAB	1	General Fund/Fund 56	General Fund/Fund 56	7,000,000
2005 QZAB	5	General Fund/Fund 56	General Fund/Fund 56	4,500,000
<b>TOTAL:</b>				<b>420,165,281</b>

Type of Commitment (continued)	Prior Year (2015-16) Annual Payment (P & I)	Budget Year (2016-17) Annual Payment (P & I)	1st Subsequent Year (2017-18) Annual Payment (P & I)	2nd Subsequent Year (2018-19) Annual Payment (P & I)
Capital Leases				
Certificates of Participation	5,962,583	6,875,139	6,949,614	6,236,495
General Obligation Bonds	19,656,384	19,986,965	20,363,946	21,846,926
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
2002 QZAB	395,193	395,193	395,193	395,193
2005 QZAB	230,810	230,810	230,810	230,810
<b>Total Annual Payments:</b>	<b>26,244,970</b>	<b>27,488,107</b>	<b>27,939,563</b>	<b>28,709,424</b>
<b>Has total annual payment increased over prior year (2015-16)?</b>		<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

**Explanation:**  
(required if Yes  
to increase in total  
annual payments)

The annual payments for the Certificate of Participation issued in October 1999 for the construction of two elementary schools have increased for 2014-15 through 2017-18 and the debt payments are funded with Unrestricted General Fund. The annual payments for the General Obligations Bonds will be made by the Bond Interest Fund with local revenues.

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the annual required contribution; and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:  
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Post-employment eligibility is provided as follows: Age 50 for classified and age 55 for certificated employees with a minimum of ten years of service. Post-employment benefit coverage period ranges from eight years (after ten years of service) to a maximum of 13 years depending on the length of service. Coverage period, however, cannot exceed age 70 for both certificated and classified employees and are capped at age 65 for any classified employee hired after July 1998 and for any certificated employee hired after April 1999. The District's contribution for classified employees who are hired after October 2008 is capped at the lowest HMO for all tiers. The District's continuation for certificated employees is a rolling 2 year cap at .

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	15,036,822

4. OPEB Liabilities

a. OPEB actuarial accrued liability (AAL)	159,115,369.00
b. OPEB unfunded actuarial accrued liability (UAAL)	120,493,717.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	
d. If based on an actuarial valuation, indicate the date of the OPEB valuation	Actuarial Oct 25, 2014

5. OPEB Contributions

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method	17,318,072.00	17,318,072.00	17,318,072.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	23,159,235.60	23,129,520.17	23,127,994.84
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	7,803,287.00	7,803,267.00	7,803,267.00
d. Number of retirees receiving OPEB benefits	757	800	800

**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

Yes
-----

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

The District is self-insured for workers' compensation. The District is funding at a 70% confidence level. The District obtains an actuarial study report annually with the next scheduled as of June 30, 2016. The current report is dated as of August 25, 2015.

3. Self-Insurance Liabilities  
 a. Accrued liability for self-insurance programs  
 b. Unfunded liability for self-insurance programs

12,881,374.00
0.00

4. Self-Insurance Contributions	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
a. Required contribution (funding) for self-insurance programs	4,656,000.00	4,782,441.00	4,782,441.00
b. Amount contributed (funded) for self-insurance programs	5,747,578.03	5,715,716.89	5,705,987.26

**S8. Status of Labor Agreements**

Analyze the status of employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,608.7	2,497.6	2,497.6	2,497.6

**Certificated (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

**Needs Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?   
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?   
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	No	No	No

**One Year Agreement**

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Total cost of salary settlement			
% change in salary schedule from prior year or			

**Multiyear Agreement**

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Total cost of salary settlement	5,633,168	2,860,032	2,903,479
% change in salary schedule from prior year (may enter text, such as "Reopener")	1% plus 1% off-schedule	1.0%	1.0%

Identify the source of funding that will be used to support multiyear salary commitments:

General Fund mostly.

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
--------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
--------------------------	----------------------------------	----------------------------------

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1.	Yes	Yes	Yes
2.	31,678,822	33,579,551	35,594,324
3.	89.0%	89.0%	89.0%
4.	4.7%	6.0%	6.0%

**Certificated (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

No		
----	--	--

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1.	No	No	Yes
2.	0	1,868,579	1,868,579
3.	0.0%	0.8%	0.8%

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1.	No	No	No
2.	No	Yes	No

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

---

---

---

---

---

---

---

---

**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of classified (non-management) FTE positions	1,608.1	1,982.2	1,982.2	1,982.2

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?  
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

No

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

CSEA and SASPOA bargaining units have not settled for 2016-17

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?  
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?  
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>One Year Agreement</b>			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
<b>Multiyear Agreement</b>			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

1,123,987

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Amount included for any tentative salary schedule increases	0	0	0



**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Yes	Yes	Yes
19,358,505	20,520,015	21,751,216
80.0%	80.0%	80.0%
4.7%	6.0%	6.0%

**Classified (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

No		
----	--	--

**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
No	Yes	Yes
0	215,002	215,002
0.0%	0.3%	0.3%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
No	No	No
No	No	No

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

---

---

---

---

---

---

---

---

**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2015-16)	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of management, supervisor, and confidential FTE positions	190.4	208.7	208.7	208.7

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

Negotiations have not been settled for certificated management or classified management for 2016-17

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Total cost of salary settlement			
% change in salary schedule from prior year			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

337,319

4. Amount included for any tentative salary schedule increases

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	3,347,799	3,548,667	3,761,587
Percent of H&W cost paid by employer	89.0%	89.0%	89.0%
Percent projected change in H&W cost over prior year	4.7%	6.0%	6.0%

**Management/Supervisor/Confidential Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are step & column adjustments included in the budget and MYPs?	No	Yes	Yes
Cost of step and column adjustments	0	178,722	178,722
Percent change in step & column over prior year	0.0%	0.3%	0.3%

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Are costs of other benefits included in the budget and MYPs?	No	No	No
Total cost of other benefits			
Percent change in cost of other benefits over prior year			

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?
2. Approval date for adoption of the LCAP or approval of an update to the LCAP.

**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services and Expenditures?

**ADDITIONAL FISCAL INDICATORS**

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?
- A2. Is the system of personnel position control independent from the payroll system?
- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?
- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
- A7. Is the district's financial system independent of the county office system?
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

A2. The District's Human Resources and Position Control modules are interfaced with the County's payroll system. A3. The District is projecting a loss of 1629 students in 2016-17. A4. ALA is the District's charter school and was established in 2015-16. A5. The District and SAEA bargaining unit have settled for an ongoing one percent salary increase as well as a one-time one percent off schedule payment for 2016-17. A7. While our financial system is independent, the District and County office work closely to ensure that our records are in sync. Strong financial controls are in place both at the District and at the County to ensure that this occurs.

**End of School District Budget Criteria and Standards Review**



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Special Education Annual Service Plan for 2016-17 School Year

**ITEM:** Public Hearing

**SUBMITTED BY:** Doreen Lohnes, Assistant Superintendent, Support Services

**PREPARED BY:** Darek Jaronczyk, Director, Special Education

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the adoption of the Special Education Annual Service Plan for the 2016-17 school year. The public was noticed of this hearing fifteen days prior to June 7, 2016 and the Annual Service Plan has been available for inspection during that time.

Assembly Bill (AB) 602, Chapter 654, Statutes of 1997, added requirements to special education local plans in the areas of Special Education Local Plan Area (SELPA) governance and public participation. AB 602 requires SELPAs to submit an Annual Service Plan to the California Department of Education.

**RATIONALE:**

In order to comply with Education Code Section 56205, the District is conducting a public hearing concerning the adoption of the Special Education Annual Service Plan for the 2016-17 school year. This plan includes a description of services and the physical location of the services. The plan should demonstrate that individuals with disabilities have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Programs (IEPs).

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.

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"><li>• California <i>Education Code (EC)</i> Section 56205 requires the submission of the Annual Service Plan that is adopted at public hearings held by the special education local plan area (SELPA).</li><li>• This plan must include a description of services, the physical location of the services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their individualized education program.</li><li>• Each SELPA Local Plan requires a service plan component to be developed/updated annually.</li><li>• The Annual Service Plan for the 2016–17 school year is due to the CDE on or before June 30, 2016.</li></ul>

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a public hearing concerning the adoption of the Special Education Annual Service Plan for the 2016-17 school year.

DL:DJ:cvl

**Santa Ana Unified School District  
Special Education  
Local Plan Area (SELPA)**

# **NOTICE OF PUBLIC HEARING**

**Pursuant to Education Code Sections 56205 (b)(1) and 56205(b)(2), the Santa Ana Unified School District Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:**

**TOPIC OF HEARING:**

**Adoption of Annual Service Plan for 2016-17**

**Copies of this Plan may be inspected at:**

**Support Services Department  
SANTA ANA UNIFIED SCHOOL DISTRICT – Room A217  
1601 E. Chestnut Avenue  
Santa Ana, California 92701**

**After the Public Hearing, the Santa Ana Unified School District Board of Education will adopt the 2016-17 Annual Service Plan.**

**HEARING DATE: Tuesday, June 7, 2016**

**TIME: Approximately 6:00 p.m.**

**LOCATION: Santa Ana Unified School District Office  
Board Room  
1601 E. Chestnut Avenue  
Santa Ana, California 92701**

**FOR ADDITIONAL INFORMATION CONTACT:  
Doreen Lohnes  
Assistant Superintendent, Support Services  
(714) 558-5832**



**Plan del Área Local de Educación Especial (SELPA)  
del Distrito Escolar Unificado de Santa Ana**

# **Aviso de Audiencia Pública**

De conformidad con las Secciones 56205 (b)(1) y 56205 (b)(2) del Código Educativo, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana informa por este medio que se llevará a cabo una Audiencia Pública con respecto a:

**TEMA DE LA AUDIENCIA:**

**Adopción del Plane Anual de Servicios  
para el año escolar 2016-17**

**Se puede inspeccionar el duplicado de este Plane en:**

**La Oficina de Servicios de Apoyo  
Distrito Escolar Unificado de Santa Ana, Salón A217  
1601 E. Chestnut Avenue  
Santa Ana, California 92701**

**Después de la Audiencia Pública, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana adoptará el Plane Anual de Servicios para el año escolar 2016-17.**

**Fecha de la Audiencia: martes, 7 de junio del 2016**

**Hora: Aproximadamente a las 6:00 de la tarde**

**Lugar: Distrito Escolar Unificado de Santa Ana  
Salón de la Mesa Directiva  
1601 East Chestnut Avenue  
Santa Ana, California 92701**

**PARA MAYOR INFORMACIÓN, POR FAVOR COMUNIQUESE CON:**

**La Señora Doreen Lohnes  
Superintendente Auxiliar de Servicios de Apoyo  
(714) 558-5832**

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** 2016 Graduation Plan Update

**ITEM:** Presentation

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Edward Winchester, Executive Director, Secondary Education

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board an update of the 2016 Graduation Plan recommendation.

**RATIONALE:**

Due to unforeseen construction complications at the City of Santa Ana's Eddie West Field, commencement ceremonies cannot be held at the traditional venue. As such, Santa Ana College (SAC) is also displaced from Eddie West Field, SAUSD staff proposes partnering with SAC to create an appropriate plan and venue for our commencements, work together to defray expenses, and maximize community resources to meet this challenge.

After consideration of a variety of locations, SAC and SAUSD staff propose, Centennial Park is the best solution to the problem because with proper planning and teamwork, we can reproduce the graduation setup and experience similar to what we have been providing for the students and their families for many years.

**FUNDING:**

General Fund: Approximately \$100,000 – to be split with Santa Ana College

**RECOMMENDATION:**

Presentation/Discussion only.

MR:EW

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"><li>• Review challenges with Eddie West Field.</li><li>• Review current status of planning for graduation at alternative location.</li><li>• Present the recommended location for the 2016 Commencement Ceremonies for Board discussion.</li><li>• Note: Overtime costs are still being determined and will be updated periodically.</li></ul>



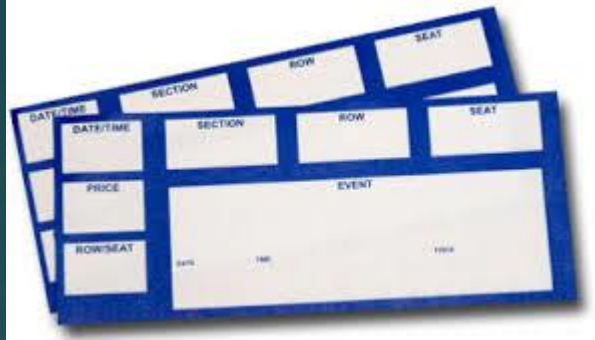
# Graduation 2015-16 Board Update

**JUNE 7, 2016**

**ED WINCHESTER**

**EXECUTIVE DIRECTOR, SECONDARY EDUCATION**

# COMMUNICATIONS UPDATE



*The sole purpose of the tickets is to help parents to identify the side of the field with the best view of their student.*

*We will accommodate the number of tickets requested.*

Flyer with three key points:  
1) Date, Time and Location  
2) Ticket Information,  
3) Parking/Shuttle Information.



**Century High School**

Date: Wednesday, June 15, 2016  
Fecha: miércoles 15 de junio del 2016

Time: 8:00 p.m. (Recommended arrival time: 6:30 p.m.)  
Hora: 8:00 p.m. (Hora de llegada recomendada: 6:30 p.m.)

Location/ Ubicación:  
Centennial Park, 3000 W. Edinger Avenue, Santa Ana, CA 92704  
Parque Centennial, 3000 W. Edinger Avenue, Santa Ana, CA 92704

# MOST RECENT COMMUNICATIONS

- ✓ **Friday, May 27, and Tuesday, May 31, 2016 – Visited businesses on Harvard and the Edinger**
- ✓ **Friday, June 3, 2016 - Evening All Call to families of seniors**
- ✓ **Friday, June 3, 2016 – Mass Mailing of grad info to all addresses within one square mile of Centennial Park**
- ✓ **Monday, June 6, 2016 - All call push button survey to senior parents**

# COMMUNICATIONS NEXT STEPS

- **Wednesday, June 8, 2016—All call micro update to all families**
- **Friday, June 10, 2016 - Flyer to students and families with key day of grad info**
- **Sunday Evening, June 12, 2016 – All call to families with key day of grad info**

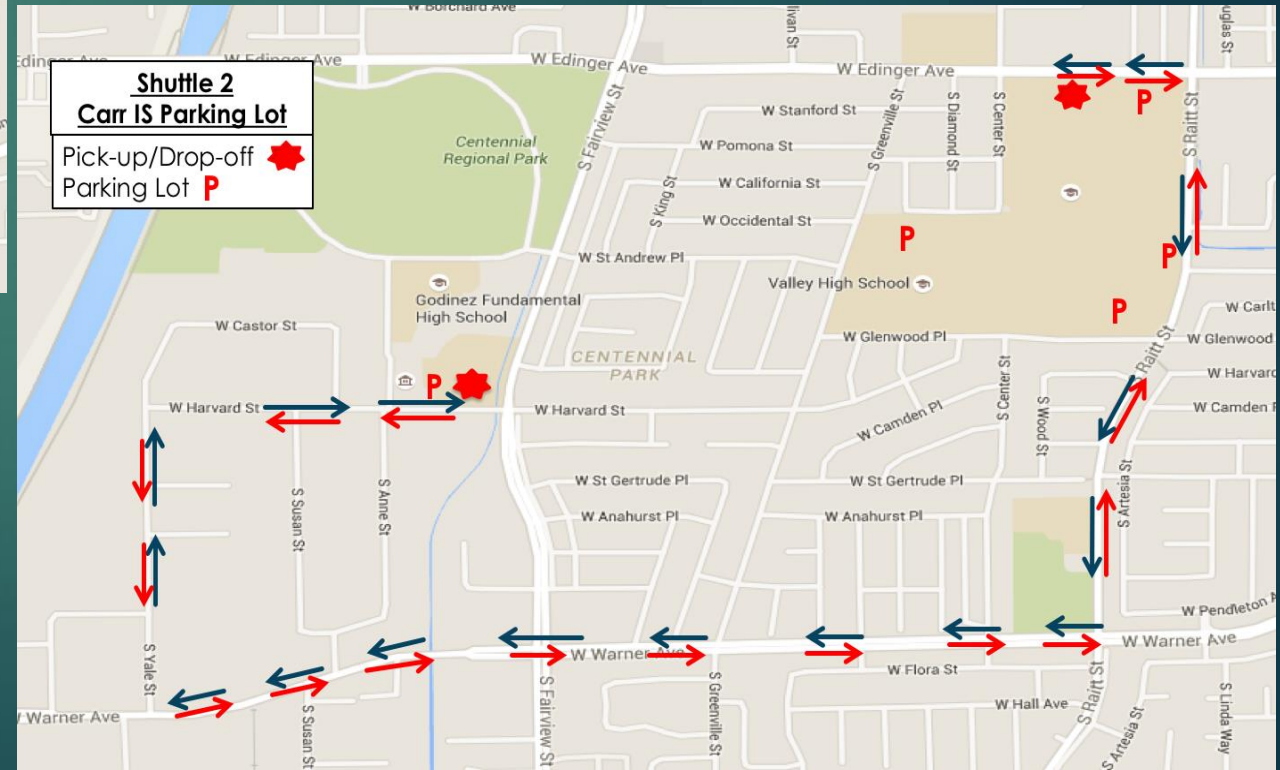
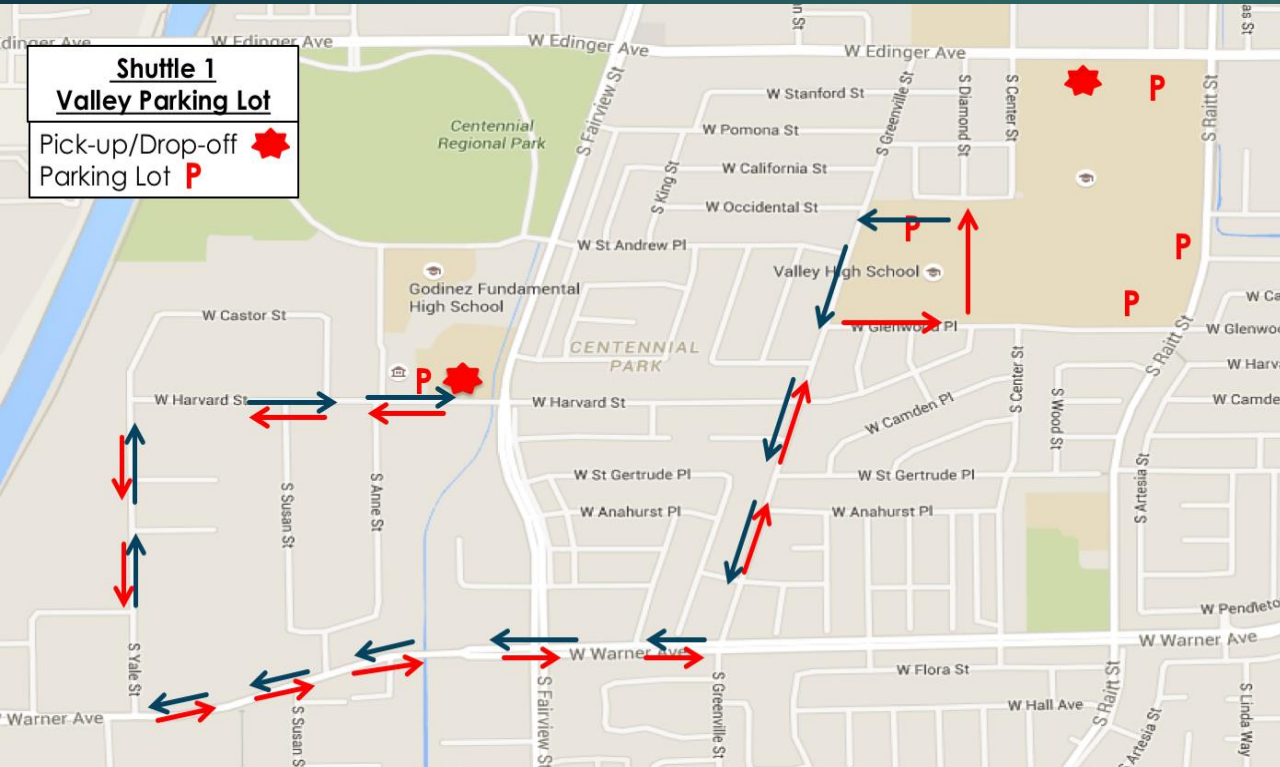
# SANTA ANA COLLEGE – LESSONS LEARNED

## Team of SAUSD Graduation Planning Leaders attended SAC Graduation

- Dr. David Haglund—Monitor Overall Seating Process
- Ed Winchester – Parking, People Flow, Student Flow, Overall setup
- Orin Williams – Overall Logistics setup
- Paul Arroyos – Lighting, toilets, electricity
- Chief Hector Rodriguez, Kevin Phillips – Traffic Flow, Parking
- Moises De La Mora – Student Processional and Recessional
- Jeff Rozema – Valley Parking Complex People Flow



# Shuttle Plan



▶ **Two Four-bus loops between Valley Complex and Mitchell Child Development Center**



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Adoption of Special Education Annual Service Plan for 2016-17 School Year

**ITEM:** Action

**SUBMITTED BY:** Doreen Lohnes, Assistant Superintendent, Support Services

**PREPARED BY:** Doreen Lohnes, Assistant Superintendent, Support Services

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of the Special Education Annual Service Plan for 2016-17 school year.

Assembly Bill (AB) 602, Chapter 654, Statutes of 1997 added requirements to local plans, specifically in the area of Special Education Local Plan Area (SELPA) governance and public participation. AB 602 requires SELPAs to submit the Annual Service Plan that is adopted at a public hearing by the governing board of the SELPA.

**RATIONALE:**

The Board is requested to adopt Special Education Annual Service Plan.

As required in Education Code Section 56205, this plan must include a description of services provided in the 2016-17 school year and the physical location of the services. The plan must also demonstrate that individuals with disabilities have access to services and instruction appropriate to meet their needs, as specified in the Individualized Education Programs (IEPs).

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt the Special Education Annual Service Plan for the 2016-17 school year.

**ITEM SUMMARY:**

- California *Education Code (EC)* Section 56205 requires the submission of the Annual Service Plan that is adopted at public hearings held by the special education local plan area (SELPA).
- The plan must include a description of services, the physical location of the services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their individualized education program.
- Each SELPA Local Plan requires a service plan component to be developed/updated annually.
- The Annual Service Plan for the 2016–17 school year is due to the CDE on or before June 30, 2016.

**Certification of Annual Service Plan  
Fiscal Year 2016-17**

<b>1. Check one, as applicable:</b> <input checked="" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
Special Education Local Plan Area (SELPA) Code 3018	SELPA Name Santa Ana Unified School District	Application Date June 7, 2016
SELPA Address 1601 E. Chestnut Avenue	SELPA City Santa Ana	SELPA Zip code 92701
Name SELPA Director (Print)  Doreen Lohnes		SELPA Director's Telephone Number  ( 714 ) 558-5832
<b>2. Certification by Designated Administrative And Fiscal Agency for This Program (Responsible Local Agency [RLA] or Administrative Unit [AU])</b>		
RLA/AU Name Santa Ana Unified School District	Name/Title of RLA/AU Superintendent (Type) Richard L. Miller, Ph.D.	RLA/AU Telephone Number ( 714 ) 558-5512
RLA/AU Street Address 1601 E. Chestnut Avenue	RLA/AU City Santa Ana	RLA/AU Zip code 92701
Date of Governing Board Approval June 7, 2016		

**Certification of Approval of Annual Service Plan Pursuant to California *Education Code*  
Section 56205(b)**

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The **Annual Service Plan** was presented for public hearing on June 7, 2016.

Adopted this 7<sup>th</sup> day of June, 2016.

Signed: \_\_\_\_\_  
 RLA/AU Superintendent  
 Stefanie P. Phillips, Ed.D., CBO  
 Deputy Superintendent, Operations

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: \_\_\_\_\_ By: \_\_\_\_\_

California Department of Education Form ASP-01a (rev March 2016)		California Special Education Management Information System			Special Education Division	
Special Education Local Plan Area:		Service Descriptions				
Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)	
210	<b>Family training, counseling, and home visits (ages 0-2 only):</b> This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226	
220	<b>Medical services (for evaluation only) (ages 0-2 only):</b> Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 CFR sections 300.34 (c)(3), 300.226	
230	<b>Nutrition services (ages 0-2 only):</b> These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 CFR sections 300.34 (c)(3), 300.226	
240	<b>Service coordination (ages 0-2 only)</b>	X			34 CFR sections 300.34 (c)(3), 300.226	
250	<b>Special instruction (ages 0-2 only):</b> Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development	X			34 CFR sections 300.34 (c)(3), 300.226	
260	<b>Special education aide in regular development class, childcare center, or family childcare home (ages 0-2 only)</b>	X			34 CFR sections 300.34 (c)(3), 300.226	

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
270	<b>Respite care services (ages 0-2 only):</b> Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 CFR sections 300.34 (c)(3), 300.226
330	<b>Specialized academic instruction:</b> Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CFR Section 300.39(b)(3)
340	<b>Intensive individual instruction:</b> IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 California Education Code (EC) Section 56364
350	<b>Individual and small group instruction:</b> Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 California Code of Regulations (CCR) Section 3051; 30 EC Section 56441.2
415	<b>Language and speech:</b> Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	X			5 CCR Section 3051.1; 30 EC Section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	<p><b>Adapted physical education:</b> Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program</p>	X			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	<p><b>Health and nursing--specialized physical health care services:</b> Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.</p>	X			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	<p><b>Health and nursing--other services:</b> This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.</p>	X			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	<p><b>Assistive technology services:</b> Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.</p>	X			<p>5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105</p>
450	<p><b>Occupational therapy:</b> Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.</p>	X			<p>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)</p>
460	<p><b>Physical therapy:</b> These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.</p>	X			<p>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (B&amp;PC) Chapter 5.7 sections 2600-2696; <i>Government Code (GC) Interagency Agreement Chapter 26.5</i> Section 7575(a)(2)</p>

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
510	<b>Individual counseling:</b> One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.				5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	<b>Counseling and guidance:</b> Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular <del>guidance and counseling program</del> .	X			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9
520	<b>Parent counseling:</b> Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
525	<b>Social work services:</b> Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	<b>Psychological services:</b> These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	<b>Behavior intervention services:</b> A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)
540	<b>Day treatment services:</b> Structured education, training, and support services to address the student's mental health needs.				Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	<b>Residential treatment services:</b> A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	X		X	Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.



Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
610	<b>Specialized services for low incidence disabilities:</b> Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	<b>Specialized deaf and hard of hearing services:</b> These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	<b>Interpreter services:</b> Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	<b>Audiological services:</b> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted/Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	<b>Specialized vision services:</b> This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	X		5 CCR Section 3030(d); 30 EC Section 56364.1
730	<b>Orientation and mobility:</b> Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X		5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	<b>Braille transcription:</b> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X		5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	<b>Specialized orthopedic services:</b> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X		5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	<b>Reading services</b>	X		5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	<b>Note taking services:</b> Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the <u>process of learning how to take notes.</u>	X			5 CCR Section 3051.16
755	<b>Transcription services:</b> Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or <u>anything necessary for instruction.</u>	X			5 CCR Section 3051.16
760	<b>Recreation services, includes therapeutic recreation:</b> Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	<b>College awareness:</b> College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	<b>Vocational assessment, counseling, guidance, and career assessment:</b> Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic <u>career decisions.</u>	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	<b>Career awareness:</b> Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational <u>education funds.</u>	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	<b>Work experience education:</b> Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	<b>Job Coaching:</b> Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	<b>Mentoring:</b> Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	<b>Agency linkages (referral and placement):</b> Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	<b>Travel training (includes mobility training)</b>	X			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	<b>Other transition services:</b> These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	X			
900**	<b>Other special education/related services:</b> Any other specialized service required for a student with a disability to receive educational benefit.			X	

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
* B&PC –Business and Professional Codes CCR –California Code of Regulations CFR –Code of Federal Regulations EC –Education Code GC –Government Code					
** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.					

## Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2016)		Special Education Division			
CASEMIS Code	Special Education Service Category Descriptions Birth-21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only		Findings/ Comments
			Compliance	Meets Compliance  Yes      No	
N/A	N/A	N/A	Has the Special Education Local Plan Area (SELPA) included:  - Name of service? - Description of service? - How service provided?		

Special Education Local Plan Area:

Local Educational Agency (LEA):

**Annual Service Plan (001)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.									
<b>Site Name</b>	<b>Type Of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)									
Adams Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Advanced Learning Academy	55	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Carr (Gerald P.) Intermediate	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Carver (George Washington) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Century High	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Cesar E Chavez High	20	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Community Day Intermediate and High	31	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Davis (Wallace R.) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Diamond Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Edison (Thomas A.) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Edward B Cole Academy	55	330	340	415	425	435	436	445	450	460	510

		515 735	520 740	530 750	535 755	610 760	710	715	720	725	730
El Sol Santa Ana Science and Arts Charter Academy	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Esqueda (Manuel) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Franklin (Benjamin) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Freemont (John C.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Garfield (James A.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Godinez (Hector G.) Fundamental High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Greenville Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Harvey (Carl) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Heninger (Martin R.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Heroes Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Hoover (Herbert) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Jackson (Andrew) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Jefferson (Thomas) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Kennedy (John F.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
King (Martin Luther Jr.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Lathrop (Julia C.)	10	330	340	415	425	435	436	445	450	460	510



Intermediate		515 735 860	520 740 865	530 750 870	535 755 890	610 760	710 820	715 830	720 840	725 850	730 855
Lincoln (Abraham) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Lorin Griset Academy	20	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Lowell (James Russell) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Mac Arthur (Douglas) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Madison (James) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Martin (Glenn L.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
McFadden Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Mendez (Gonzalo Felicitas) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Middle College High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Monroe (James) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Monte Vista Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Muir (John) Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
NOVA Academy Early College High School	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Orange County Educational Arts	55	330 515	340 520	415 530	425 535	435 610	436 710	445 715	450 720	460 725	510 730

Academy		735 860	740 865	750 870	755 890	760	820	830	840	850	855
Orange County High School of the Arts	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Pio Pico Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Remington (Frederick) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Romero-Cruz (Lydia) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Roosevelt (Theodore) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Saddleback High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santa Ana High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santa Ana Unified Adult Transition	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santiago Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Segerstrom High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Sepulveda (Jose) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Sierra Preparatory Academy	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Spurgeon Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Taft Elementary	10	330 515	340 520	415 530	425 535	435 610	436 710	445 715	450 720	460 725	510 730

		735 860	740 865	750 870	755 890	760	820	830	840	850	855
Thorpe (Jim) Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Valley High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Villa (Raymond A.) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Walker (Adeline C.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Washington (George) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Willard (Frances E.) Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Wilson (Woodrow) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730

Use these codes to identify the type of facility providing services to students ages 6–22:

10–Public Day School	11–Public Residential School	15–Special Education Center/Facility
19–Other Public School/Facilities	20–Continuation School	22–Alternative Work Education Center/ Work Study Program
24–Independent Study	31–Community School	55–Charter School (operated by an LEA/ District/County Office of Education)
56–Charter School (operating as an LEA)		

Special Education Local Plan Area:

Local Educational Agency (LEA):

**Other Facilities (002)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
<b>Site Name</b>	<b>Type of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)							
Beacon Day School	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Cooper Hills Youth Center	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Blind Children's Learning Center	70	330	340	350	415	425	435	436	445
		450	460	510	515	520	530	535	610
		710	715	720	725	730	735	740	
Kids Institute for Development and Advancement (KIDA)	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760							
Mardan School	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760							
Ocean View	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Olive Crest Academy	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Red Rock Canyon School	71/72	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	545	610
		710	715	720	725	730	735	740	750

		755 865	760 870	820 890	830	840	850	855	860
Rossier Park Elementary	70	330 460 715 760 870	340 510 720 820 890	415 515 725 830	425 520 730 840	435 530 735 850	436 535 740 855	445 610 750 860	450 710 755 865
Rossier Park Jr./Sr. High School	70	330 460 715 760 870	340 510 720 820 890	415 515 725 830	425 520 730 840	435 530 735 850	436 535 740 855	445 610 750 860	450 710 755 865
Speech and Language Development Center	70	330 460 715 760 870	340 510 720 820 890	415 515 725 830	425 520 730 840	435 530 735 850	436 535 740 855	445 610 750 860	450 710 755 865

Use these codes to identify the type of facility providing services to students ages 6–22:

30–Juvenile Court School	<b>32–Correctional Institution or Incarceration Facility</b>	40–Home Instruction
45–Hospital Facility	50–Community College	51–Adult Education Program
70–Nonpublic Day School	71/72–Nonpublic Residential School	79–Nonpublic Agency

Special Education Local Plan Area:

Local Educational Agency (LEA):

**Infant Services (003)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
<b>Site Name</b>	<b>Type of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)							
Mitchell Child Development Center	10	210	240	250	270	415	450	460	720
		725							
Taft Elementary	10	210	240	250	270	415	450	460	720
		725							

Use these codes to identify the type of facility where Infant Services (ages 0-3) are provided:

00-No School (Ages 0-5 only)	10-Public Day School
11-Public Residential School	19-Other Public School/Facilities
40-Home	45-Hospital Facility
62-Child Development or Child Care Facility	65-Extended Day Care

Special Education Local Plan Area:

Local Educational Agency (LEA):

**Pre-School Services (004)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.					
<b>Site Name</b>	<b>Type Of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)					
Adams Elementary	10	415					
Carver (George Washington) Elementary	10	415					
Davis (Wallace R.) Elementary	10	415					
Diamond Elementary	10	415					
Edison (Thomas A.) Elementary	10	415					
Esqueda (Manuel) Elementary	10	415					
Franklin (Benjamin) Elementary	10	415					
Freemont (John C.) Elementary	10	415					
Garfield (James A.) Elementary	10	415					
Greenville Fundamental Elementary	10	415					
Harvey (Carl) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Heninger (Martin R.) Elementary	10	415					
Heroes Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715

Hoover (Herbert) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Jackson (Andrew) Elementary	10	415					
Jefferson (Thomas) Elementary	10	415					
Kennedy (John F.) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
King (Martin Luther Jr.) Elementary	10	415					
Lincoln (Abraham) Elementary	10	415					
Lowell (James Russell) Elementary	10	415					
Madison (James) Elementary	10	415					
Martin (Glenn L.) Elementary	10	415					
Mitchell Child Development	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Monroe (James) Elementary	10	415					
Monte Vista Elementary	10	415					
Muir (John) Fundamental Elementary	10	415					
Pio Pico Elementary	10	415					
Remington (Frederick) Elementary	10	415					
Romero-Cruz (Lydia) Elementary	10	415					
Roosevelt (Theodore) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715



Santiago Elementary	10	415					
Sepulveda (Jose) Elementary	10	415					
Taft Elementary	10	330	340	350	415	425	435
		436	445	450	460	510	515
		520	530	535	610	710	715
		720	725	730	735	740	
Thorpe (Jim) Fundamental Elementary	10	415					
Walker (Adeline C.) Elementary	10	415					
Washington (George) Elementary	10	330	340	350	415	425	435
		436	445	450	460	510	515
		520	530	535	610	710	715
		720	725	730	735	740	
Wilson (Woodrow) Elementary	10	415					

Use these numbers to identify the type of facility where Pre-School Services (ages 3-5) are provided:

40-Home Instruction	45-Hospital Facility
61-Head Start Program	62-Child Development or Child Care Facility
63-State Preschool Program	64-Private Preschool
65-Extended Day Care Program	

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Acceptance of California School Employees Association (CSEA), and its Chapter 41 Initial Bargaining Proposal to Santa Ana Unified School District (SAUSD) for 2016-19 School Years**

**ITEM:**                   **Action**

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

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

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of the California School Employees Association (CSEA), and its Chapter 41 Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2016-19 school years in accordance with Government Code Section 3547.

**RATIONALE:**

Under provision of the Government Code referenced above, the proposal must be “sunshined” for public comment followed by the approval of the Bargaining proposal. The proposal was “sunshined” for public comment at a Board of Education meeting on May 24, 2016.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Accept the California School Employees Association (CSEA), and its Chapter 41 Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2016-19 school years.

  
MAM:nr

**RECEIVED**

**MAY 12 2016**

**Human Resources**

Initial Proposal of  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
And it's Santa Ana Chapter 41  
To  
Santa Ana Unified School District  
Successor Proposals 2016-2019  
April 27, 2016

**Article 4.0**      **WAGES AND WAGE PROVISIONS**

CSEA has an interest in providing a wage increase for all classified employees plus the 3.5% owed from the previous negotiations.

**Article 4.1.2**      **WAGES AND WAGE PROVISIONS**

CSEA has an interest in re-establishing a bilingual stipend for all qualified classified employees. Also, to establish a biliterate stipend for all qualified classified employees.

**Article 4.7**      **PARAPROFESSIONAL CAREER LADDER PROGRAM**

CSEA has an interest in revisiting past career ladders contract language as well as establishing new career ladders for other classifications.

**Article 4.8**      **RECLASSIFICATION PROCEDURE**

CSEA has an interest in clarifying reclassification language as well as adding revision language to the article.

CSEA is open to creating a separate revision article if it meets the needs better.

**Article 5.12.1**      **DISTRICT SAFETY OFFICERS**

CSEA has an interest in enforcing annual training for DSOs as well as establishing annual training for all classifications.

**Article 5.12.6**      **DISTRICT SAFETY OFFICERS**

CSEA has an interest of enforcing Ed Code 45138 for all classified employees.

**Article 8.0**      **VACATION AND HOLIDAYS**

CSEA has an interest in adding Cesar Chavez as a District Holiday for classified employees.

**Article 11**      **EMPLOYEE BENEFITS**

CSEA has an interest in increasing the district maximum contribution amounts to ensure that unit members experience no additional out-of-pocket costs.

**Article \_\_**      **LCAP PROCESS**

CSEA has the interest to negotiate the items within scope through the LCAP process.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**  
**Board Meeting**

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

**ITEM:**                    **Action**

**SUBMITTED BY:**    **Doreen Lohnes, Assistant Superintendent, Support Services**

**PREPARED BY:**     **Doreen Lohnes, Assistant Superintendent, Support Services**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of continuing master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities. These students may require services that address academic, social-emotional, and other unique needs as identified in their Individualized Education Programs (IEPs). The IEP teams recommended placement at a nonpublic school and/or a nonpublic agency for services as necessary, pursuant to an IEP or settlement agreement.

<b>ITEM SUMMARY:</b>
<ul style="list-style-type: none"> <li>• Agreement Starts: <u>July 1, 2016</u></li> <li>• Agreement Ends: <u>June 30, 2017</u></li> <li>• Renewable according to student's IEP</li> <li>• <u>26</u> students will be served</li> <li>• Annual cost: <u>\$1,755,678</u></li> <li>• Required to comply with students' IEPs.</li> </ul>



**RATIONALE:**

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

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 \$1,755,678

**RECOMENDATION:**

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

DL:kq

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

**Board Meeting: June 7, 2016**

---

**Approach Learning and Assessment Center, Inc. dba Olive Crest Academy (formerly  
Therapeutic Education Centers):**

<u>Student #:</u>	<u>Amount:</u>
360763	\$44,113
325638	\$44,113
415522	\$44,113
428062	\$44,113
401169	\$44,113
345370	\$48,576
364984	\$81,617
335827	\$48,576

Total Not to Exceed: \$399,334

---

**Beacon Day School:**

<u>Student #:</u>	<u>Amount:</u>
154733	\$10,000

Total Not to Exceed: \$10,000

---

**Copper Hills:**

<u>Student #:</u>	<u>Amount:</u>
367981	\$139,838

Total Not to Exceed: \$139,838

---

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

**Board Meeting: June 7, 2016**

---

**Devereux:**

Student #:      Amount:

322306            \$181,220

402913            \$162,644

Total Not to Exceed: \$343,864

---

**Kids Institute for Development and Advancement**

Student #:      Amount:

354818            \$89,265

Total Not to Exceed: \$89,265

---

**Mardan School:**

Student #:      Amount:

369818            \$36,688

346957            \$36,688

Total Not to Exceed: \$73,376

---

**New Haven:**

Student #:      Amount:

324915            \$185,441

Total Not to Exceed: \$185,441

---



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

**Board Meeting: June 7, 2016**

---

**Rossier Park Schools:**

<u>Student#:</u>	<u>Amount:</u>	<u>Student#:</u>	<u>Amount:</u>
186851	\$48,341	351255	\$49,461
315719	\$46,906	337535	\$46,679
334153	\$43,740	401923	\$42,559
314339	\$46,041		

Total Not to Exceed: \$323,727

---

**Speech & Language Development Center:**

<u>Student #:</u>	<u>Amount:</u>
326331	\$46,613
408913	\$70,976
440429	\$73,244

Total Not to Exceed: \$190,833

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School  
       Nonpublic Agency

## Type of Contract:

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

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

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

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

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	19
43. STATE MEAL MANDATE	20
44. MONITORING	20

**IV. PERSONNEL**

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
48. STAFF ABSENCE	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	22

**V. HEALTH AND SAFETY MANDATES**

50. HEALTH AND SAFETY	23
51. FACILITIES AND FACILITIES MODIFICATION	23
52. ADMINISTRATION OF MEDICATION	23
53. INCIDENT/ACCIDENT REPORTING	24
54. CHILD ABUSE REPORTING	24
55. SEXUAL HARASSMENT/DISCRIMINATION	24
56. REPORTING OF MISSING CHILDREN	24

**VI. FINANCIAL**

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	24
58. RIGHT TO WITHHOLD PAYMENT	26
59. PAYMENT FROM OUTSIDE AGENCIES	27
60. PAYMENT FOR ABSENCES	27
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29
EXHIBIT A: RATES	31

2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Approach Learning and Assessment Center dba Olive Crest Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.



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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

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

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

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

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

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

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

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

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

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

## **19. CONFLICTS OF INTEREST**

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

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

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

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



LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

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

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

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

## **26. DATA REPORTING**

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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

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

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

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

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

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

### **33. SURROGATE PARENTS**

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

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

### **37. TRANSCRIPTS**

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

### **38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,



respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

### **46. STAFF QUALIFICATIONS**

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

**48. STAFF ABSENCE**

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

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

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

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

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

### **52. ADMINISTRATION OF MEDICATION**

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

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments

by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

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

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

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

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

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

## 58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

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

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

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

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of



“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

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

### **61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

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

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the   1<sup>st</sup>   day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
Approach Learning and Assessment Center, Inc.  
\_\_\_\_\_  
Nonpublic School/Agency

LEA,  
Santa Ana Unified School District  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date  
Nina Frankman  
Director of Special Education  
\_\_\_\_\_  
Name and Title of Authorized Representative

By: \_\_\_\_\_  
Signature Date  
Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO  
\_\_\_\_\_  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Nina E. Frankman, Director of Special Education	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
Approach Learning and Assessment Center, Inc.	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
2190 N. Canal Street	1601 E. Chestnut Avenue
Address	Address
Orange, CA 92865	Santa Ana, CA 92701
City State Zip	City State Zip
714-998-6571 ext. 1508	714-558-5821
Phone Fax	Phone Fax
Nina-Frankman@olivecrest.org	
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes  
Assistant Superintendent, Support Services

---

Name and Title

1601 E. Chestnut Avenue

---

Address

Santa Ana, CA 92701

---

City State Zip

714-558-5807 714-480-5311

---

Phone Fax

Doreen.lohnes@sausd.us

---

Email

---

EXHIBIT A: RATES

CONTRACTOR Approach Learning and Assessment Center, Inc. dba Olive Crest Academy
CONTRACTOR NUMBER
2016-2017
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

Table with 2 columns: Description, Rate, Period. Row A: Basic Education Program/Special Education Instruction, 166.36, 7/1/16 - 6/30/17.

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

Table with 3 columns: Description, Rate, Period. Rows 1-13 detailing various services like Transportation, Educational Counseling, Physical Education, Language and Speech Therapy, etc.

\*Parent transportation reimbursement rates are to be determined by the LEA. \*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## Type of Contract:

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

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

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

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

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	19
43. STATE MEAL MANDATE	20
44. MONITORING	20

**IV. PERSONNEL**

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
48. STAFF ABSENCE	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	22

**V. HEALTH AND SAFETY MANDATES**

50. HEALTH AND SAFETY	23
51. FACILITIES AND FACILITIES MODIFICATION	23
52. ADMINISTRATION OF MEDICATION	23
53. INCIDENT/ACCIDENT REPORTING	24
54. CHILD ABUSE REPORTING	24
55. SEXUAL HARASSMENT/DISCRIMINATION	24
56. REPORTING OF MISSING CHILDREN	24

**VI. FINANCIAL**

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	24
58. RIGHT TO WITHHOLD PAYMENT	26
59. PAYMENT FROM OUTSIDE AGENCIES	27
60. PAYMENT FOR ABSENCES	27
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29
EXHIBIT A: RATES	31



2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Beacon Day School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

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

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

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

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

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

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

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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



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

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

## **19. CONFLICTS OF INTEREST**

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

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

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

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

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

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

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

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

## **26. DATA REPORTING**

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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

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

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

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

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

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

### **33. SURROGATE PARENTS**

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



**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

**37. TRANSCRIPTS**

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

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

### **46. STAFF QUALIFICATIONS**

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

**48. STAFF ABSENCE**

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

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

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

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

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

### **52. ADMINISTRATION OF MEDICATION**

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

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments



by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

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

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

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

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

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

## 58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

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

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

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

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

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

### **61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

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

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the   1<sup>st</sup>   day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Beacon Day School  
Nonpublic School/Agency

Santa Ana Unified School District

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

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

Mary Manqueros  
Contoller  
\_\_\_\_\_  
Name and Title of Authorized Representative

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO  
\_\_\_\_\_  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Mary J. Lang, PHD. CEO, Administrator	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
Beacon Day School	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
24 Centerpointe Drive	1601 E. Chestnut Avenue
Address	Address
La Palma, CA 90623	Santa Ana, CA 92701
City State Zip	City State Zip
714-288-4200 714-288-4204	714-558-5821
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes  
Assistant Superintendent, Support Services

---

Name and Title

1601 E. Chestnut Avenue

---

Address

Santa Ana, CA 92701

---

City State Zip

714-558-5807 714-480-5311

---

Phone Fax

Doreen.lohnes@sausd.us

---

Email

---

**EXHIBIT A: RATES**

**CONTRACTOR** Beacon Day School **CONTRACTOR NUMBER** \_\_\_\_\_ **2016-2017**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$204.12	7/1/2016-6/30/2017

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

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

**B. Related Services**

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation – Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	\$102.06	hourly
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	\$102.06	hourly
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	\$102.06	hourly
(9) a. Behavior Intervention	\$55.00	hourly
b. Behavior Intervention – Supervision	_____	_____
Provided by: _____	_____	_____
(10) Nursing Services	\$55.00	hourly
(12) Residential Board and Care	_____	_____
(13) Residential Mental Health Services	_____	_____

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

\*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## Type of Contract:

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

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

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

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

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS _____	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT _____	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS _____	19
43. STATE MEAL MANDATE _____	20
44. MONITORING _____	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS _____	21
46. STAFF QUALIFICATIONS _____	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS _____	22
48. STAFF ABSENCE _____	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME _____	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY _____	23
51. FACILITIES AND FACILITIES MODIFICATION _____	23
52. ADMINISTRATION OF MEDICATION _____	23
53. INCIDENT/ACCIDENT REPORTING _____	24
54. CHILD ABUSE REPORTING _____	24
55. SEXUAL HARASSMENT/DISCRIMINATION _____	24
56. REPORTING OF MISSING CHILDREN _____	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES _____	24
58. RIGHT TO WITHHOLD PAYMENT _____	26
59. PAYMENT FROM OUTSIDE AGENCIES _____	27
60. PAYMENT FOR ABSENCES _____	27
61. INSPECTION AND AUDIT _____	28
62. RATE SCHEDULE _____	29
63. DEBARMENT CERTIFICATION _____	29
EXHIBIT A: RATES _____	31

2016-2017

CONTRACT NUMBER:

LEA: Santa Ana Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Kids Behavioral Health of Alaska, Inc., dba Copper Hills Youth Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board



of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

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

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

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

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

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

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

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

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

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

## **19. CONFLICTS OF INTEREST**

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

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

### **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

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

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

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

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

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

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

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

## **26. DATA REPORTING**

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



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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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

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

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

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

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

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

### **33. SURROGATE PARENTS**

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

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

**37. TRANSCRIPTS**

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

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

### **46. STAFF QUALIFICATIONS**

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or



licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

**48. STAFF ABSENCE**

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

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

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

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

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

### **52. ADMINISTRATION OF MEDICATION**

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

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments

by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

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

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

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

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

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

## 58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

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

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

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

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

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

### **61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

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

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the   1<sup>st</sup>   day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
  
Kids Behavioral Health of Alaska, Inc., dba Copper  
Hills Youth Center  
\_\_\_\_\_  
Nonpublic School/Agency

LEA,  
  
Santa Ana Unified School District  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature                                  Date  
  
Brian Blohm  
CEO  
\_\_\_\_\_  
Name and Title of Authorized  
Representative

By: \_\_\_\_\_  
Signature                                  Date  
  
Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO  
\_\_\_\_\_  
Name and Title of Authorized  
Representative



Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Annette Russo Clarke Administrator	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
Kids Behavioral Health of Alaska, Inc., dba Copper Hills Youth Center	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
5899 West Rivendell Drive	1601 E. Chestnut Avenue
Address	Address
West Jordan, UT 84081	Santa Ana, CA 92701
City State Zip	City State Zip
801-304-7143	714-558-5821
Phone Fax	Phone Fax
Annette.russo@uhsinc.com	
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes  
Assistant Superintendent, Support Services

---

Name and Title

1601 E. Chestnut Avenue

---

Address

Santa Ana, CA 92701

---

City State Zip

714-558-5807 714-480-5311

---

Phone Fax

Doreen.lohnes@sausd.us

---

Email

---

**EXHIBIT A: RATES**

<b>CONTRACTOR</b>	Kids Behavioral Health of Alaska, Inc., dba Copper Hills Youth Center	<b>CONTRACTOR NUMBER</b>	2016-2017
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>			<b>(CONTRACT YEAR)</b>

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

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

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$155	
Basic Education Program/Dual Enrollment		

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

B. <u>Related Services</u>		
(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services		
(12) Residential Board and Care	\$155	Per Day
(13) Residential Mental Health Services	\$129.50	Per Day

\*Parent transportation reimbursement rates are to be determined by the LEA. \*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## Type of Contract:

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

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

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

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

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS _____	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT _____	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS _____	19
43. STATE MEAL MANDATE _____	20
44. MONITORING _____	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS _____	21
46. STAFF QUALIFICATIONS _____	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS _____	22
48. STAFF ABSENCE _____	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME _____	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY _____	23
51. FACILITIES AND FACILITIES MODIFICATION _____	23
52. ADMINISTRATION OF MEDICATION _____	23
53. INCIDENT/ACCIDENT REPORTING _____	24
54. CHILD ABUSE REPORTING _____	24
55. SEXUAL HARASSMENT/DISCRIMINATION _____	24
56. REPORTING OF MISSING CHILDREN _____	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES _____	24
58. RIGHT TO WITHHOLD PAYMENT _____	26
59. PAYMENT FROM OUTSIDE AGENCIES _____	27
60. PAYMENT FOR ABSENCES _____	27
61. INSPECTION AND AUDIT _____	28
62. RATE SCHEDULE _____	29
63. DEBARMENT CERTIFICATION _____	29
EXHIBIT A: RATES _____	31

2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Devereux Texas Treatment Network (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.



**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the

LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of

government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and

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

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

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

an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

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

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

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

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

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

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

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR'S sole cost, to: (a)

cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

## **19. CONFLICTS OF INTEREST**

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

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

evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

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

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



## 22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

## **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

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

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

## **25. CALENDARS**

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

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

convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

## **26. DATA REPORTING**

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

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

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

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

## **29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract

application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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

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

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

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

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student’s IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and

parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

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

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

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

### **33. SURROGATE PARENTS**

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

### **34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to

those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

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

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

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

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

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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



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

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

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

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

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

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

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

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

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

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

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

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

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

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

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

### **PERSONNEL**

#### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact

with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

#### **46. STAFF QUALIFICATIONS**

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

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

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

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

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

**48. STAFF ABSENCE**

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

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

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

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

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

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

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety.

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

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

#### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

#### **52. ADMINISTRATION OF MEDICATION**

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

#### **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

#### **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain

confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

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

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

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing

that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

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

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

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

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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

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

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

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

## **59. PAYMENT FROM OUTSIDE AGENCIES**

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

## **60. PAYMENT FOR ABSENCES**

### *NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in



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

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

#### *NONPUBLIC SCHOOL STUDENT ABSENCE*

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

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

#### *NONPUBLIC AGENCY STAFF ABSENCE*

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

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

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

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by

instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

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

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the   1<sup>st</sup>   day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Devereux Texas Treatment Network

Santa Ana Unified School District

Nonpublic School/Agency

By:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Pamela E. Reed  
Executive Director

\_\_\_\_\_  
Name and Title of Authorized  
Representative

By:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Name and Title of Authorized  
Representative

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Penny Milner  
Contracts

Stefanie P. Phillips, ED.D.,  
Deputy Superintendent, Operations, CBO

Name

Name and Title

Devereux Texas Treatment Network

Santa Ana Unified School District

Nonpublic School/Agency/Related Service Provider

LEA

1150 Devereux Drive

1601 E. Chestnut Avenue

Address

Address

League City, TX 77573

Santa Ana, CA 92701

City State Zip

City State Zip

281-316-5433 281-554-7447

714-558-5821

Phone Fax

Phone Fax

pmilner@devereux.org

Email

Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes  
Assistant Superintendent, Support Services

---

Name and Title

1601 E. Chestnut Avenue

---

Address

Santa Ana, CA 92701

---

City State Zip

714-558-5807 714-480-5311

---

Phone Fax

Doreen.lohnes@sausd.us

---

Email

---

**EXHIBIT A: RATES**

**CONTRACTOR** Devereux Texas Treatment Network **CONTRACTOR NUMBER** 2016-2017  
**(NONPUBLIC SCHOOL OR AGENCY)** \_\_\_\_\_ **(CONTRACT YEAR)** \_\_\_\_\_

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

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

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$110-\$130</u>	<u>7/1/2016-6/30/2017</u>
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent Visitation*	\$2,110	Round Trip
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services		
(12) Residential Board and Care	\$220.26	Daily
(13) Residential Mental Health Services	\$176.99	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA. \*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## **Type of Contract:**

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

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

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

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

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18



40. PARENT ACCESS _____	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT _____	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS _____	19
43. STATE MEAL MANDATE _____	20
44. MONITORING _____	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS _____	21
46. STAFF QUALIFICATIONS _____	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS _____	22
48. STAFF ABSENCE _____	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME _____	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY _____	23
51. FACILITIES AND FACILITIES MODIFICATION _____	23
52. ADMINISTRATION OF MEDICATION _____	23
53. INCIDENT/ACCIDENT REPORTING _____	24
54. CHILD ABUSE REPORTING _____	24
55. SEXUAL HARASSMENT/DISCRIMINATION _____	24
56. REPORTING OF MISSING CHILDREN _____	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES _____	24
58. RIGHT TO WITHHOLD PAYMENT _____	26
59. PAYMENT FROM OUTSIDE AGENCIES _____	27
60. PAYMENT FOR ABSENCES _____	27
61. INSPECTION AND AUDIT _____	28
62. RATE SCHEDULE _____	29
63. DEBARMENT CERTIFICATION _____	29
EXHIBIT A: RATES _____	31

2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Kids Institute for Development and Advancement (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

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

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

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

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

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

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

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be



paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

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

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

## **19. CONFLICTS OF INTEREST**

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

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

### **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

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

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

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

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

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

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

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

## **26. DATA REPORTING**

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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

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

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written



discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

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

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

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

### **33. SURROGATE PARENTS**

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

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

### **37. TRANSCRIPTS**

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

### **38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

### **46. STAFF QUALIFICATIONS**

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

**48. STAFF ABSENCE**

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

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

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

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

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

### **52. ADMINISTRATION OF MEDICATION**

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



administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments

by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

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

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

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

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

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

## 58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

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

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

*NONPUBLIC SCHOOL STUDENT ABSENCE*

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

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

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

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

### **61. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

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

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  1<sup>st</sup>  day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Kids Institute for Development and Advancement  
Nonpublic School/Agency

Santa Ana Unified School District

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

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

Chris Blevins  
Counsel  
\_\_\_\_\_  
Name and Title of Authorized Representative

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO  
\_\_\_\_\_  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Kianna Collier Administrator	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
Kids Institute for Development and Advancement	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
17861 Von Karman Ave.	1601 E. Chestnut Avenue
Address	Address
Irvine , CA 92614	Santa Ana, CA 92701
City State Zip	City State Zip
949-222-2214	714-558-5821
Phone Fax	Phone Fax
kcollier@kida.com	
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes Assistant Superintendent, Support Services
Name and Title
1601 E. Chestnut Avenue
Address
Santa Ana, CA 92701
City State Zip
714-558-5807 714-480-5311
Phone Fax
Doreen.lohnes@sausd.us
Email

**EXHIBIT A: RATES**

<b>CONTRACTOR</b>	Kids Institute for Development and Advancement	<b>CONTRACTOR NUMBER</b>	<b>2016-2017</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>			<b>(CONTRACT YEAR)</b>

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

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

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$200.94	7/1/2016-6/30/2017
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$50.24	Per ½ hr.
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$25.00	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$50.24	Per ½ hr.
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		



\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## **Type of Contract:**

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

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

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

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

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS _____	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT _____	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS _____	19
43. STATE MEAL MANDATE _____	20
44. MONITORING _____	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS _____	21
46. STAFF QUALIFICATIONS _____	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS _____	22
48. STAFF ABSENCE _____	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME _____	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY _____	23
51. FACILITIES AND FACILITIES MODIFICATION _____	23
52. ADMINISTRATION OF MEDICATION _____	23
53. INCIDENT/ACCIDENT REPORTING _____	24
54. CHILD ABUSE REPORTING _____	24
55. SEXUAL HARASSMENT/DISCRIMINATION _____	24
56. REPORTING OF MISSING CHILDREN _____	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES _____	24
58. RIGHT TO WITHHOLD PAYMENT _____	26
59. PAYMENT FROM OUTSIDE AGENCIES _____	27
60. PAYMENT FOR ABSENCES _____	27
61. INSPECTION AND AUDIT _____	28
62. RATE SCHEDULE _____	29
63. DEBARMENT CERTIFICATION _____	29
EXHIBIT A: RATES _____	31

2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Mardan School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.



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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

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

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,

joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the



LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,



respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments

by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of



“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  1<sup>st</sup>  day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,

Mardan School  
Nonpublic School/Agency

LEA,

Santa Ana Unified School District

By: \_\_\_\_\_  
Signature Date

Terri Gero-Smead  
Director of Finance & Human Resources  
Name and Title of Authorized Representative

By: \_\_\_\_\_  
Signature Date

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Terri Gero-Smead Director of Finance & Human Resources	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
Mardan School	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
1 Osborne	1601 E. Chestnut Avenue
Address	Address
Irvine, CA 92604	Santa Ana, CA 92701
City State Zip	City State Zip
949-733-1500	714-558-5821
Phone Fax	Phone Fax
tgero@mardanschool.org	
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes Assistant Superintendent, Support Services
Name and Title
1601 E. Chestnut Avenue
Address
Santa Ana, CA 92701
City State Zip
714-558-5807 714-480-5311
Phone Fax
Doreen.lohnes@sausd.us
Email

**EXHIBIT A: RATES**

**CONTRACTOR** Mardan School **CONTRACTOR NUMBER** \_\_\_\_\_ **2016-2017**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$175.54	7/1/16-6/30/17

A. Basic Education Program/Special Education Instruction  
 Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

- |      |   |          |          |
|------|---|----------|----------|
| (1)  | a. Transportation – Round Trip  | _____    | _____    |
|      | b. Transportation – One Way   | _____    | _____    |
|      | c. Transportation – Dual Enrollment                                   | _____    | _____    |
|      | d. Public Transportation  | _____    | _____    |
|      | e. Parent*  | _____    | _____    |
| (2)  | a. Educational Counseling – Individual                                | \$100.00 | Per hour |
|      | b. Educational Counseling – Group of _____                            | _____    | _____    |
|      | c. Counseling – Parent  | _____    | _____    |
| (3)  | a. Adapted Physical Education – Individual                            | _____    | _____    |
|      | b. Adapted Physical Education – Group of _____                        | _____    | _____    |
|      | c. Adapted Physical Education – Group of _____                        | _____    | _____    |
| (4)  | a. Language and Speech Therapy – Individual                           | _____    | _____    |
|      | b. Language and Speech Therapy – Group of 2                           | _____    | _____    |
|      | c. Language and Speech Therapy – Group of 3                           | _____    | _____    |
|      | d. Language and Speech Therapy – Per diem                             | _____    | _____    |
|      | e. Language and Speech – Consultation Rate                            | _____    | _____    |
| (5)  | a. Additional Classroom Aide – Individual (must be authorized on IEP) | _____    | _____    |
|      | b. Additional Instructional Assistant – Group of 2                    | _____    | _____    |
|      | c. Additional Instructional Assistant – Group of 3                    | _____    | _____    |
| (6)  | Intensive Special Education Instruction**                             | _____    | _____    |
| (7)  | a. Occupational Therapy – Individual                                  | _____    | _____    |
|      | b. Occupational Therapy – Group of 2                                  | _____    | _____    |
|      | c. Occupational Therapy – Group of 3                                  | _____    | _____    |
|      | d. Occupational Therapy – Group of 4 - 7                              | _____    | _____    |
|      | e. Occupational Therapy – Consultation Rate                           | _____    | _____    |
| (8)  | Physical Therapy  | _____    | _____    |
| (9)  | a. Behavior Intervention  | _____    | _____    |
|      | b. Behavior Intervention – Supervision                                | _____    | _____    |
|      | Provided by: _____  | _____    | _____    |
| (10) | Nursing Services  | _____    | _____    |
| (12) | Residential Board and Care  | _____    | _____    |
| (13) | Residential Mental Health Services                                    | _____    | _____    |

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## Type of Contract:

  x   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS _____	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT _____	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS _____	19
43. STATE MEAL MANDATE _____	20
44. MONITORING _____	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS _____	21
46. STAFF QUALIFICATIONS _____	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS _____	22
48. STAFF ABSENCE _____	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME _____	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY _____	23
51. FACILITIES AND FACILITIES MODIFICATION _____	23
52. ADMINISTRATION OF MEDICATION _____	23
53. INCIDENT/ACCIDENT REPORTING _____	24
54. CHILD ABUSE REPORTING _____	24
55. SEXUAL HARASSMENT/DISCRIMINATION _____	24
56. REPORTING OF MISSING CHILDREN _____	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES _____	24
58. RIGHT TO WITHHOLD PAYMENT _____	26
59. PAYMENT FROM OUTSIDE AGENCIES _____	27
60. PAYMENT FOR ABSENCES _____	27
61. INSPECTION AND AUDIT _____	28
62. RATE SCHEDULE _____	29
63. DEBARMENT CERTIFICATION _____	29
EXHIBIT A: RATES _____	31



2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and New Haven Youth & Family Services (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,



joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.



**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments



by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  1<sup>st</sup>  day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

New Haven Youth & Family Services

Santa Ana Unified School District

Nonpublic School/Agency

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Doreen Quinn  
CEO

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Name and Title of Authorized  
Representative

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Doreen Quinn Chief Executive Officer	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
New Haven School	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
P.O. Box 1199	1601 E. Chestnut Avenue
Address	Address
Vista, CA 92085-1199	Santa Ana, CA 92701
City State Zip	City State Zip
760-630-4035	714-558-5821
Phone Fax	Phone Fax
dquinn@newhavenyfs.org	
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes Assistant Superintendent, Support Services
Name and Title
1601 E. Chestnut Avenue
Address
Santa Ana, CA 92701
City State Zip
714-558-5807 714-480-5311
Phone Fax
Doreen.lohnes@sausd.us
Email

EXHIBIT A: RATES

CONTRACTOR New Haven Youth and Family Services  
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER \_\_\_\_\_

2016-2017

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determined by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$139.00	7/1/16-6/30/17
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	\$0.575	Per mile
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$100.00	Per hour
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$30.00	Per hour
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$100.00	Per hour
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services		
(12) Residential Board and Care	\$8,935.00	Monthly
(13) Residential Mental Health Services		

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## Type of Contract:

  x   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS _____	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT _____	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS _____	19
43. STATE MEAL MANDATE _____	20
44. MONITORING _____	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS _____	21
46. STAFF QUALIFICATIONS _____	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS _____	22
48. STAFF ABSENCE _____	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME _____	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY _____	23
51. FACILITIES AND FACILITIES MODIFICATION _____	23
52. ADMINISTRATION OF MEDICATION _____	23
53. INCIDENT/ACCIDENT REPORTING _____	24
54. CHILD ABUSE REPORTING _____	24
55. SEXUAL HARASSMENT/DISCRIMINATION _____	24
56. REPORTING OF MISSING CHILDREN _____	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES _____	24
58. RIGHT TO WITHHOLD PAYMENT _____	26
59. PAYMENT FROM OUTSIDE AGENCIES _____	27
60. PAYMENT FOR ABSENCES _____	27
61. INSPECTION AND AUDIT _____	28
62. RATE SCHEDULE _____	29
63. DEBARMENT CERTIFICATION _____	29
EXHIBIT A: RATES _____	31

2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Rossier Park Elementary School and Rossier Park School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority



of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,

joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and



ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.



When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments

by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the



LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  1<sup>st</sup>  day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Rossier Park Schools  
Nonpublic School/Agency

Santa Ana Unified School District

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Maria Chappellear  
Executive Director  
Name and Title of Authorized Representative

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Veronica Munoz Billing Coordinator	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
Rossier Park Schools	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
7100 Knott Ave.	1601 E. Chestnut Avenue
Address	Address
Buena Park, CA 90620	Santa Ana, CA 92701
City State Zip	City State Zip
714-562-0783 714-562-0716	714-558-5821
Phone Fax	Phone Fax
vmunoz@spectrumschools.com	
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes Assistant Superintendent, Support Services
Name and Title
1601 E. Chestnut Avenue
Address
Santa Ana, CA 92701
City State Zip
714-558-5807 714-480-5311
Phone Fax
Doreen.lohnes@sausd.us
Email

**EXHIBIT A: RATES**

**CONTRACTOR**     **Rossier Park Elementary  
School and Rossier Park  
School**

**CONTRACTOR NUMBER**

**2016-2017**

**(NONPUBLIC SCHOOL OR AGENCY)**

**(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_

**If blank, the number shall be as determine by  
CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$166.36</u>	<u>7/1/16-6/30/17</u>
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1) a. Transportation – Round Trip	<u>\$37.59</u>	<u>Per day</u>
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual	<u>Included</u>	
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual	<u>\$33.68</u>	<u>Per ½ hour</u>
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	<u>\$47.93</u>	<u>Per ½ hour</u>
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$15.81</u>	<u>Per hour</u>
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services		
(12) Residential Board and Care		

(13) Residential Mental Health Services

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.

\_\_\_\_\_  
\_\_\_\_\_

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2016-2017

  x   Nonpublic School

       Nonpublic Agency

## **Type of Contract:**

       x Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT _____	1
2. CERTIFICATIONS AND LICENSES _____	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS _____	2
4. TERM OF MASTER CONTRACT _____	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION _____	3
6. INDIVIDUAL SERVICES AGREEMENT _____	3
7. DEFINITIONS _____	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES _____	5
9. MAINTENANCE OF RECORDS _____	5
10. SEVERABILITY CLAUSE _____	6
11. SUCCESSORS IN INTEREST _____	6
12. VENUE AND GOVERNING LAW _____	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES _____	6
14. TERMINATION _____	6
15. INSURANCE _____	7
16. INDEMNIFICATION AND HOLD HARMLESS _____	8
17. INDEPENDENT CONTRACTOR _____	8
18. SUBCONTRACTING _____	9
19. CONFLICTS OF INTEREST _____	9
20. NON-DISCRIMINATION _____	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION _____	10
22. GENERAL PROGRAM OF INSTRUCTION _____	11
23. INSTRUCTIONAL MINUTES _____	12
24. CLASS SIZE _____	12
25. CALENDARS _____	12
26. DATA REPORTING _____	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT _____	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION _____	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS _____	14
30. POSITIVE BEHAVIOR INTERVENTIONS _____	15
31. STUDENT DISCIPLINE _____	15
32. IEP TEAM MEETINGS _____	16
33. SURROGATE PARENTS _____	16
34. DUE PROCESS PROCEEDINGS _____	17
35. COMPLAINT PROCEDURES _____	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS _____	17
37. TRANSCRIPTS _____	18
38. LEA STUDENT CHANGE OF RESIDENCE _____	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM _____	18

40. PARENT ACCESS _____	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT _____	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS _____	19
43. STATE MEAL MANDATE _____	20
44. MONITORING _____	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS _____	21
46. STAFF QUALIFICATIONS _____	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS _____	22
48. STAFF ABSENCE _____	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME _____	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY _____	23
51. FACILITIES AND FACILITIES MODIFICATION _____	23
52. ADMINISTRATION OF MEDICATION _____	23
53. INCIDENT/ACCIDENT REPORTING _____	24
54. CHILD ABUSE REPORTING _____	24
55. SEXUAL HARASSMENT/DISCRIMINATION _____	24
56. REPORTING OF MISSING CHILDREN _____	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES _____	24
58. RIGHT TO WITHHOLD PAYMENT _____	26
59. PAYMENT FROM OUTSIDE AGENCIES _____	27
60. PAYMENT FOR ABSENCES _____	27
61. INSPECTION AND AUDIT _____	28
62. RATE SCHEDULE _____	29
63. DEBARMENT CERTIFICATION _____	29
EXHIBIT A: RATES _____	31



2016-2017

CONTRACT NUMBER:

LEA: *Santa Ana Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Speech and Language Development Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,



joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.



**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments



by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  1<sup>st</sup>  day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Speech and Language Development Center  
Nonpublic School/Agency

Santa Ana Unified School District

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Dawn O'Connor, M.Ed.  
Chief Executive Officer  
Name and Title of Authorized Representative

Stefanie P. Phillips, Ed.D.  
Deputy Superintendent, Operations, CBO  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Dawn O'Connor Chief Executive Officer	Stefanie P. Phillips, ED.D., Deputy Superintendent, Operations, CBO
Name	Name and Title
Speech and Language Development Center	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
8699 Holder St.	1601 E. Chestnut Avenue
Address	Address
Buena Park, CA 90620	Santa Ana, CA 92701
City State Zip	City State Zip
714-821-3620	714-558-5821
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

Doreen Lohnes  
Assistant Superintendent, Support Services

---

Name and Title

1601 E. Chestnut Avenue

---

Address

Santa Ana, CA 92701

---

City State Zip

714-558-5807 714-480-5311

---

Phone Fax

Doreen.lohnes@sausd.us

---

Email

---

**EXHIBIT A: RATES**

**CONTRACTOR**      Speech and Language Development Center      **CONTRACTOR NUMBER**      2016-2017  
**(NONPUBLIC SCHOOL OR AGENCY)**      \_\_\_\_\_      \_\_\_\_\_      **(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$155	7/1/16-6/30/17

A. Basic Education Program/Special Education Instruction  
 Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip	\$40-\$59	Daily
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	\$99.00	Per hour
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	\$99.00	Per hour
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$99.00	Per hour
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$99.00	Per hour
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	\$99.00	Per hour
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

(14) Social Skills

\$99.00

Per hour

(15) Auditory Training

\$99.00

Per hour

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Authorization to Renew Annual Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for 2016-17 Fiscal Year**

**ITEM:**                   **Action**  
**SUBMITTED BY:**   **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**  
**PREPARED BY:**   **Jonathan Geiszler, Director, Purchasing and Stores**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to renew the annual listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the 2016-17 fiscal year.

**ITEM SUMMARY:**

- Annual Contracts start: July 1, 2016 through June 30, 2017 Fiscal Year.

**RATIONALE:**

Consultants have been requested by school sites and District staff to enhance and support educational programs and provide professional development to improve student achievement. The attached list identifies various consultants that will provide services throughout the District.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Authorize staff to renew the annual listing of agreements/contracts with the Santa Ana Unified School District and various consultants for the 2016-17 fiscal year.

## 2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Educational Services

June 7, 2016

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
1.	University of California, Irvine Math Project	<b>Educational Services K-12:</b> Will provide professional development for teachers involved in Common Core Math, review units of study, and provide classroom coaching.	July 1, 2016 through June 30, 2017	X	S.D. Bechtel Grant	\$74,520	\$96,800
2.	Silicon Valley	<b>Educational Services:</b> Will provide 70 sessions of math professional development services to District staff supporting the new State Standards and mathematical practices.	July 1, 2016 through June 30, 2017	X	S.D. Bechtel Grant	\$190,000	\$190,000
3.	Document Tracking Services, LLC	<b>Research and Evaluation:</b> Will provide services to assist the District in preparing the School Accountability Report Cards (SARC) via a web-based application that will customize and pre-populate online templates to produce school and District reports to comply with State and Federal regulations.	July 1, 2016 through June 30, 2017	X	General Fund	\$23,645	\$23,645
4.	Eagle Software	<b>Technology Innovations Services:</b> Will provide professional services and support for AERIES Student Information System training to staff and direct training in subject areas, such as Master Schedule, that require a high level of expertise and experience, on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	General Fund	\$10,000	\$7,500

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

June 7, 2016

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
5.	California School Management Group, Inc.	<p><b>Technology Innovations Services:</b> Will provide professional services for E-Rate projects, to deliver end-to-end solutions, to ensure FCC compliance and maximum funding for the District's E-Rate program; as well as preparation of all FCC documentation, main point of contact, prepare and present applicable audit documentation, and advise on any FCC appeals, on an "as needed" basis.</p>	July 1, 2016 through June 30, 2017	X	General Fund	\$85,000	\$85,000
6.	DT-Comp, Inc.	<p><b>Technology Innovations Services:</b> Will provide professional services to support and maintain mission critical applications, including Active Directory, security, network analysis, disaster recovery, and forensic discovery, etc., on an "as needed" basis at a rate of \$145 per hour.</p>	July 1, 2016 through June 30, 2017	X	General Fund	\$58,000	\$58,000
7.	iFusion Solution, Inc.	<p><b>Technology Innovation Services:</b> The Consultants will provide professional support for business processes to Oracle Enterprise Resource Planning (ERP) System. Consultants will collaboratively support the development and implementation of new Oracle modules to advance organization efficiencies, data analysis, and enhanced operational agility.</p>	July 1, 2016 through June 30, 2017		General Fund	\$450,000	\$140,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

June 7, 2016

Page 3

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
8.	Gray Miller Persh LLP (Former name: Dow Lohnes PLLC)	<b>Technology Innovations Services:</b> Will provide services on Education Broadband Services regulatory and lease matters related to the FCC. Gray Miller Persh, LLP, has a long standing relationship with the District working in this area.	July 1, 2016 through June 30, 2017	X	General Fund	\$2,500	\$2,500

## 2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Business Services

June 7, 2016

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
9.	Educational Consulting Services (ECS)	<b>Accounting:</b> Will provide Mandated Cost Reimbursement Services.	July 1, 2016 through June 30, 2017	X	General Fund	\$40,000	\$40,000
10.	Capitol Advisors Group, LLC	<b>Business Operations:</b> Will represent District on budget issues before legislative action is taken on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	General Fund	\$26,000	\$26,000
11.	Government Financial Strategies, Inc.	<b>Business Operations:</b> Will provide financial advice and reports on District cash flow and/or debt financing related to G.O. Bonds, COPs, QZABs etc., on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	General Fund	\$25,000	\$25,000
12.	Zarca Interactive, Inc. dba K12 Insight	<b>Business Operations:</b> Will provide Local Control Accountability Plan support for community and parents surveys as well as ongoing communication tool between the community and the District with a web-based reporting dashboard.	July 1, 2016 through June 30, 2017	X	General Fund	\$83,700	\$83,700
13.	Laurel Adler	<b>Business Operations:</b> Will provide services to review and analyze charter petitions against the specific related sections of the California Charter Law Requirements. Consultant will continue on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	General Fund	\$18,000	\$18,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 7, 2016

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
14.	School Services of California	<b>Business Operations:</b> Will provide professional services and advise in the area of fiscal services and district operations.	July 1, 2016 through June 30, 2017	X	General Fund	\$15,000	\$15,000
15.	Strategic Education Services	<b>Business Operations:</b> Will represent District on Legislative and regulatory issues before legislative action is taken.	July 1, 2016 through June 30, 2017	X	General Fund	\$36,000	\$38,000
16.	Vavrinek, Trine, Day & Co., LLP	<b>Business Operations:</b> Will provide auditing services and prepare tax returns for the Santa Ana Unified School District Public Facilities Corporation.	July 1, 2016 through June 30, 2017	X	General Fund	\$83,000	\$84,000
17.	Alliant Insurance Services	<b>Insurance Benefits:</b> To provide services related to the District Health Benefits and guidance on Health Care Reform as it relates to medical and dental plan.	July 1, 2016 through June 30, 2017	X	General Fund	\$193,000	\$193,000
18.	Barney & Barney	<b>Insurance Benefits:</b> Will provide Health Benefits services for the Santa Ana Educators Association (SAEA) and California School Employees Association (CSEA) within the structure of the Health Benefits Authority.	July 1, 2016 through June 30, 2017	X	General Fund	\$55,000	\$55,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 7, 2016

Page 3

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
19.	Premier Food Safety	<b>Nutrition Services:</b> The consultant will provide services for ServServe Food Manager Certification classes and exams for staff development purposes to Food Services Employees in area of Food Safety. Upon successful completion of the course staff will possess a five year nationally recognized Food Manager certificate.	July 1, 2016 through June 30, 2017	X	Fund 13	\$7,000	\$7,000
20.	Diehl Murawka Howe, Inc.	<b>Nutrition Services:</b> Will provide professional consulting and design services intended to improve kitchen and serving area efficiency at various school sites. In addition, consultant will assist Ruhnu Ruhnu Clarke Architects in their process to complete the District-wide kitchen master plan to remodel all school kitchens and central kitchen.	July 1, 2016 through June 30, 2017	X	Fund: 13	\$100,000	\$325,000
21.	SkillPath	<b>Nutrition Services:</b> Will provide professional development opportunities, to support staff in becoming more effective in their current positions and assist them in developing the skills they need for advancement.	July 1, 2016 through June 30, 2017	X	Cafeteria Fund	\$16,750	\$25,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 7, 2016

Page 4

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
22.	AON Global Risk Consulting	<b>Risk Management:</b> Will provide actuarial study of Workers' Compensation Program as of June 30, 2015.	July 1, 2016 through June 30, 2017	X	Self-Insurance Fund	\$5,000	\$5,000
23.	Dr. Greg Sancier	<b>Risk Management:</b> Will provide Crisis Intervention Team/Mental Health training to Police Officers, First Responders and staff to include stress management strategies and conflict resolution and mediation.	July 1, 2016 through June 30, 2017	X	Self-Insurance Fund	\$20,000	\$10,000
24.	Dr. Manny Tau/Baron Center	<b>Risk Management:</b> Will provide services related to workplace violence and threat management and training to include skill development, behavioral interventions, and threat assessments.	July 1, 2016 through June 30, 2017	X	Self-Insurance Fund	\$35,000	\$15,000
25.	Total Compensation Systems, Inc.	<b>Risk Management:</b> Will provide GASB 45 Actuarial Study of Post-Employment Benefits as of June 30, 2015.	July 1, 2016 through June 30, 2017	X	General Fund	\$8,500	\$8,500
26.	Lexipol, LLC	<b>School Police:</b> Will provide services and updates for development of procedures manual for SAUSD School Police Services.	July 1, 2016 through June 30, 2017	X	General Fund	\$4,450	\$5,785



## 2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Facilities and Governmental Relations

June 7, 2016

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
27.	American Mechanical Plumbing Engineers (AMPE)	<b>Building Services:</b> Will provide mechanical and plumbing engineering services.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$200,000	\$200,000
28.	Associated Soils Engineering	<b>Construction Services:</b> Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$200,000	\$200,000
29.	Bainbridge Environmental Consultants	<b>Building Services/Construction Services:</b> Will provide hazardous material assessment and testing on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	Various Funds: 01, 14, 25, 35, 40, 49	\$90,000	\$90,000
30.	CS & Associates, Inc.	<b>Construction Services:</b> Will provide services to successfully implement and operate a Labor Compliance Program (LCP) and update the LCP based on new regulations from the California Code of Regulations on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$35,000	\$35,000
31.	Colbi Technologies	<b>Building Services/Construction Services/Facilities Planning:</b> Will provide financial software support to the Facilities Accounting Program.	July 1, 2016 through June 30, 2017	X	Various Funds: 25, 35, 40, 49	\$10,000	\$10,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Facilities and Governmental Relations

June 7, 2016

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
32.	Cumming Construction Management, Inc.	<b>Construction Services:</b> Will provide services for energy consulting support for Proposition 39.	July 1, 2016 through June 30, 2017	X	Fund: 1	\$50,000	\$50,000
33.	Dolinka Group, Inc.	<b>Facilities Planning:</b> Will provide Community Facilities District, Redevelopment and Developer Fee Justification Services.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$100,000	\$100,000
34.	Environmental Network, Corp. dba Encorp	<b>Building Services/Construction Services:</b> Will provide hazardous material assessment and testing on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$100,000	\$100,000
35.	Hancock, Park, Delong, Inc.	<b>Construction Services:</b> Will provide school advisory services on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$10,000	\$10,000
36.	Murdoch, Walrath & Holmes	<b>Facilities Planning:</b> Will represent the District in negotiations with developers, establish opportunities to fund, acquire, and improve properties, and enter into joint use/education partnerships.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 40, 49	\$100,000	\$100,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
Submitting Division: Facilities and Governmental Relations  
June 7, 2016  
Page 3

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
37.	Ninyo & Moore	<b>Construction Services:</b> Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$200,000	\$200,000
38.	Placeworks, Inc.	<b>Facilities Planning:</b> Will provide services in the planning and implementation of corrective measures and CEQA services.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$25,000	\$50,000
39.	Preferred Aerial & Crane Technology, Inc.	<b>Building Services:</b> Will provide on-site annual safety procedure training for electricians and maintenance employees.	July 1, 2016 through June 30, 2017	X	Fund: 1	\$1,000	\$2,000
40.	Rayburn Corporation	<b>Building Services:</b> Will provide standardizing district systems, Voice over Internet Protocol project support, E-Rate reimbursement funding, School Facility Program support, technical training of staff, and related support.	July 1, 2016 through June 30, 2017	X	Various Funds: 01, 14, 25, 35, 40, 49	\$85,000	\$60,000
41.	Twining Laboratories	<b>Construction Services:</b> Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 35, 40, 49	\$200,000	\$200,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES  
 Submitting Division: Facilities and Governmental Relations  
 June 7, 2016  
 Page 4

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
42.	Vavrinek, Trine, Day & Co., LLP (VTD)	<b>Facilities Planning:</b> Will provide general obligation bond audit assistance on an "as needed" basis.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 27, 35, 40, 49	\$25,000	\$10,000
43.	Restoration Management	<b>Building Services:</b> Will provide emergency water damage restoration, fire and smoke damage restoration and mold and sewage remediation on an as needed basis.	July 1, 2016 through June 30, 2017	X	Various Funds: 1, 25, 27, 35, 40, 49	\$25,000	\$50,000

## 2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Human Resources

June 7, 2016

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
44.	Eric Wayne Gruver, Ph.D.	Will conduct pre-employment psychological evaluations for School Police Department staff.	July 1, 2016 through June 30, 2017	X	General Fund	\$5,000	\$5,000
45.	Nicole Miller & Associates	Will provide investigative services with regard to employee matters, DFEH Complaints, hostile work environment, and other HR matters of allegations.	July 1, 2016 through June 30, 2017	X	General Fund	\$5,000	\$7,000
46.	RCS Investigations & Consulting, LLC	<b>School Police:</b> Will conduct pre-employment background investigations for School Police Department staff.	July 1, 2016 through June 30, 2017	X	General Fund	\$15,000	\$17,000

**2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Support Services**  
**June 7, 2016**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
47.	U.S. HealthWorks, Inc.	Will provide written individual prescriptions for physical and occupational therapy as well as written approval of District speech protocol for speech therapy.	July 1, 2016 through June 30, 2017	X	Medi-Cal	\$30,000	\$30,000
48.	Andrea Baird	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$77,760	\$77,760
49.	Charles Spicer	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$77,760	\$77,760
50.	De Vida Bell	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$77,760	\$77,760
51.	Debra Solseng	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$43,200	\$46,656
52.	Frank Miscione	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$43,200	\$46,656
53.	Jena Reynolds	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$73,440	\$62,208
54.	Joseph Cavins	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$77,760	\$77,760

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 7, 2016

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
55.	Kathleen Lourenco	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$19,656	\$38,880
56.	Katie Rivkind	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$43,200	\$46,656
57.	Leigh Perales	Will provide behavioral health support for students to develop and use appropriate behavioral interaction in the classroom and in other school environments.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$20,000	\$20,000
58.	Linda Robertson	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$38,880	\$46,656
59.	Lisa Hartman	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$25,920	\$23,328
60.	Tammy Shelton	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$77,760	\$77,760
61.	Melody Foxx	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$51,840	\$15,552

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 7, 2016

Page 3

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
62.	Michael A. Perry	Will provide mental health training in de-escalating aggressive behavior: bullying and violence/trauma prevention/intervention.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$20,000	\$3,000
63.	Michelle Roth	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$38,880	\$46,656
64.	Monica Sedberry	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$77,760	\$77,760
65.	Paul Arata	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$77,760	\$77,760
66.	Rodolfo Gomez	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$58,320	\$62,208
67.	Steven Moody	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$38,880	\$46,656
68.	Tara Lowe	Will provide mental health counseling for students.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed.	\$54,000	\$31,104



**2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**

Submitting Division: Support Services

June 7, 2016

Page 4

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
69.	Gail Nugent	Will provide facilitation of special education parent meetings and other staff meetings as appropriate, toward timely resolution of issues.	July 1, 2016 through June 30, 2017	X	Mental Health Special Ed. ADR	\$20,000	\$20,000
70.	Act Home Healthcare	Will provide nursing services to students at no cost to the District.	July 1, 2016 through June 30, 2017	X	N/A	No Cost to the District	No Cost to the District
71.	Exceptional Home Healthcare	Will provide nursing services to students at no cost to the District.	July 1, 2016 through June 30, 2017	X	N/A	No Cost to the District	No Cost to the District
72.	Maxim Healthcare Services, Inc.	Will provide nursing services to students at no cost to the District.	July 1, 2016 through June 30, 2017	X	N/A	No Cost to the District	No Cost to the District
73.	Premier Healthcare Agency	Will provide nursing services to students at no cost to the District.	July 1, 2016 through June 30, 2017	X	N/A	No Cost to the District	No Cost to the District
74.	CareerStaff Unlimited, Inc. dba ProCare One Nurses	Will provide Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs) services to ensure all students' medical needs are met.	July 1, 2016 through June 30, 2017	X	Health Services	\$66,000	\$15,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 7, 2016

Page 5

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
75.	CareerStaff Unlimited, Inc. dba ProCare One Nurses	Will provide Licensed Vocational Nurses (LVNs) for infants who need respite care in accordance with their Individualized Family Service Plans (IFSPs).	July 1, 2016 through June 30, 2017	X	Mitchell/Health Services	\$66,000	\$16,000
76.	Abby Rozenberg	Will provide Independent Educational Evaluations in the area of speech and language for special education students.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$4,000	\$8,000
77.	Barbara Penwarden dba Braille to Go	Will provide Braille transcription for special education.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$7,000	\$4,000
78.	Barbara Pliha	Will provide Independent Educational Evaluations in the area of speech and language for special education students.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$3,900	\$4,000
79.	C.J.T. Enterprises	Will provide specialized equipment/technology for students with severe disabilities.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$4,600	\$4,600
80.	Cindy Cottier dba Augmentative Communication Therapies	Will provide an Augmentative Alternative Communication Evaluation/Independent Educational Evaluation for a special education student.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$5,000	\$5,000

2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 7, 2016

Page 6

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
81.	Cornerstone Therapies	Will provide speech/language and occupational therapy IEE's.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$5,000	\$12,000
82.	Dr. Robin Morris	Will provide psycho-educational independent educational evaluations for special education students.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$4,000	\$4,000
83.	Goodwill Industries of OC dba ATEC	Will provide evaluations, training, and trial use of new equipment for special education students.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$5,000	\$5,000
84.	Janice Casteel	Will provide Independent Educational Evaluations for special education students.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$12,000	\$12,000
85.	John (Jack) Lucas	Will review and analyze the reporting of special education revenue and expenditures.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$4,000	\$4,000
86.	Maria Lyn Kulik Abramsom dba Hear Now	Will provide an Independent Educational Evaluation to a special education student per the student's Individualized Education Program.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$1,500	\$1,500

**2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**

Submitting Division: Support Services

June 7, 2016

Page 7

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
87.	Matthew Williams Enterprises, LLC	Will provide Braille transcription for special education.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$14,000	\$14,000
88.	Maxim Healthcare Services, Inc.	Will provide speech therapy and occupational therapy in accordance with students' Individualized Education Programs (IEPs).	July 1, 2016 through June 30, 2017	X	Special Ed.	\$35,503	\$35,503
89.	Natasha Adamo	Will provide an independent educational evaluation in psychological/educational areas for a special education student.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$4,000	\$8,000
90.	Paul Alan Dores	Will provide psycho-educational Independent Educational Evaluations to special education student.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$4,600	\$4,600
91.	Robert Patterson	Will provide independent educational evaluations required to address special education due process differences in opinion and assist with staff, parents, and Individualized Education Programs and IEP's in regard to due process hearings and declarations.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$15,000	\$5,000

**2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**

Submitting Division: Support Services

June 7, 2016

Page 8

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
92.	San Joaquin County Office of Education	Annual fee for the use of the Special Education Information System (SEIS) and Desired Results Development Profile (DRDP) feature including Annual Maintenance Integration Services and Programming fees for OC-State forms.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$41,753	\$53,753
93.	Scott W. Larson, Ph.D.	Will provide an independent educational evaluation for a special education student.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$3,000	\$4,000
94.	Southern California College of Optometry	Will provide a vision assessment and therapy for special education students.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$1,000	\$1,000
95.	Stephen Valdez	Will provide psycho-educational Independent Educational Evaluations to special education student.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$5,000	\$5,000
96.	Stepping Stones Therapy, Inc.	Will provide an independent educational evaluation in the area of speech and language for a special education student.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$3,600	\$3,600
97.	Susanne M. Smith Roley	Will provide Independent Educational Evaluations in the area of occupational therapy for special education students.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$5,000	\$5,000

**2016-17 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES**

**Submitting Division: Support Services**

**June 7, 2016**

**Page 9**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	2015-16	2016-17 MAXIMUM NOT TO EXCEED
98.	TCG Leadership Development Corporation dba The Cosca Group	In sensitive IEP meetings, will support parents with understanding IEP processes when students have complex multiple needs.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$10,000	\$5,000
99.	West Shield Adolescent Services	Will provide transportation services for special education students to Residential Treatment Centers.	July 1, 2016 through June 30, 2017	X	Special Ed.	\$10,000	\$10,000

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**               **Approval of Ratified Payment of Advanced Placement Test Fees to College Board**

**ITEM:**               **Action**

**SUBMITTED BY:** **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

**PREPARED BY:** **Terri Verhaegen, Program Specialist, AP/AVID**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the ratified payment of the Advanced Placement (AP) test fees to the College Board. Federal funds assist economically disadvantaged students with the costs of these exams. In addition, College Board provides a fee reduction per exam for students with financial need.

**ITEM SUMMARY:**

Advanced Placement test fees	\$579,682
College Board Discount	\$195,960
CDE Reimbursement	\$267,812
Total Cost to District	\$115,910

**RATIONALE:**

High schools administered approximately 6,984 AP tests in May 2016. The standard fee for each exam is \$92, with the school retaining a \$9 rebate per exam. For income eligible students (185% of poverty level, foster, homeless, or receiving Food Stamps), College Board provides a \$30 fee reduction and the school foregoes its \$9 rebate, resulting in a cost of \$53 per exam. For these same income eligible students, the state of California will pay up to an estimated \$41 per AP exam depending on availability of federal funds (rebated to the District in the next fiscal year). Once AP testing has occurred, the District will submit to the State for the total of all fee rebates. The remaining cost per test of \$10 would be covered by the District for income eligible students and \$83 per exam for non-income eligible students.

In order to provide equity of access to the students of the Santa Ana Unified School District, the District will establish an AP fee payment account in the amount of \$579,682. The District will then pay for all AP fees and will submit a request for fee rebates from College Board and CDE will replace funds taken from the AP Test Fee Program. The anticipated reimbursement from the State to the District will be \$267,812. The expected College Board discount will be \$195,960. The District's contribution will be \$115,910.

This agreement supports LCAP goal 1.1 "Provide equitable student access to a rigorous, standards-based, instructional program" and LCAP goal and 1.6 "Provide equity of access to Advanced Placement course option, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate program."

**FUNDING:**

Educational Services Discretionary Funds: \$579,682

**RECOMMENDATION:**

Approve the ratified payment of the Advanced Placement test fees to the College Board.

LP:sz



**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:**                   **Approval of New/Renewal of Membership in Organizations for 2016–17 Fiscal Year**

**ITEM:**                   **Action**

**SUBMITTED BY:**   **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**

**PREPARED BY:**   **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the new/renewal of membership in organizations for 2016–17 fiscal year.

**ITEM SUMMARY:**

- Renewal of Memberships for 2016-17 Fiscal Year.

**RATIONALE:**

The District has both new institutional memberships and other memberships that need Board approval. The attached list shows the new/renewal memberships in various organizations and the approximate cost. The cost of membership is already part of the respective department's current budget.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

Various Funds

**RECOMMENDATION:**

Approve the new/renewal of membership in organizations for 2016–17 fiscal year, and authorize staff to present purchase orders for new/renewals of memberships.

## MEMBERSHIPS IN ORGANIZATIONS FOR 2016-17

No.	Organizations	User	Estimated Fee
1.	<b>Academy of Nutrition and Dietetics</b>	<b>Nutrition Services</b>	<b>\$800</b>
	<i>Description:</i> The primary purpose of the Academy of Nutrition and Dietetics is to oversee and protect the regulation and scope of practice of Registered Dietitians and Dietetic Technicians.		
2.	<b>ACSA Orange County District Superintendent's Organization Meetings</b>	<b>Superintendent's Office</b>	<b>\$500</b>
	<i>Description:</i> Monthly meetings involving all O.C. Superintendent's and County Superintendent's for the purpose of communication and operational matters.		
3.	<b>American Commodity Distribution Association (ACDA)</b>	<b>Nutrition Services</b>	<b>\$175</b>
	<i>Description:</i> ACDA is the communication link between agriculture, industry, government and customer, (recipient agencies), and the collective voice for policy decisions impacting food distribution programs.		
4.	<b>American Payroll Association</b>	<b>Payroll</b>	<b>\$254</b>
	<i>Description:</i> American Payroll Association is the nation's leader in payroll education and provides payroll professionals the resources necessary to stay in compliance with any changes in the law in relation to payroll.		
5.	<b>Arts Orange County</b>	<b>Communications Office</b>	<b>\$260</b>
	<i>Description:</i> An organization that publishes Imagination Celebration, a publication that promotes SAHS Arts on the Lawn.		
6.	<b>Association for Learning Environments</b>	<b>Facilities</b>	<b>\$475</b>
	<i>Description:</i> National and Local School Planning Organization providing research and assistance in developing 21st Century Schools.		
7.	<b>Association of School Business Officials International (ASBO)</b>	<b>Business Services</b>	<b>\$225</b>
	<i>Description:</i> ASBO International is a collaborative association dedicated to support school business professionals and provides program services with an active global network and a growing knowledge center of tools, and resources to promote the highest standards of school business management, professional growth, and the effective use of educational resources.		
8.	<b>Asian Pacific Islander School Board Members Association (APISBMA)</b>	<b>Superintendent's Office</b>	<b>\$100</b>
	<i>Description:</i> Association is a non-profit organization dedicated to encouraging and supporting thoughtful, systematic and coordinated research, and evaluating and developing appropriate policies and practices to serve the needs of Asian Pacific Islander students and families.		
9.	<b>Association of California School Administrators (ACSA)</b>	<b>Identified District Administrators</b>	<b>\$10,629.40</b>
	<i>Description:</i> ACSA is an association that provides essential services and benefits tailored to our needs as a school leader. Services provided are as follows: ACSA Alerts, Advocacy, Leadership Magazine, EdCal, Member Rates, Professional Standards, Low Cost Group, Rates, and discounts.		

<b>No.</b>	<b>Organizations</b>	<b>User</b>	<b>Estimated Fee</b>
10.	<b>Association of Threat Assessment Professionals (ATAP)</b>	<b>School Police Services</b>	<b>\$330</b>
	<i>Description:</i> Membership is for individuals, who, by the nature of their occupation provide threat assessments or violence risk assessments, conduct and publish scientific research involving threat assessments or violence risk assessments, provide legal services or legal counsel related to: the prosecution of instigators of, or representation of individuals or entities who are the victims of, threats or violence; or provide psychiatric or psychological services in conjunction with threat assessments or violence risk assessments. ATAP membership benefits include leadership opportunities, professional networking, educational resources, and training opportunities.		
11.	<b>AVID</b>	<b>Educational Services</b>	<b>\$4,000</b>
	<i>Description:</i> The AVID program is a school-wide college readiness system that provides direct support structures for first-generation college students, as well as, professional development for educators.		
12.	<b>CABE</b>	<b>Educational Services</b>	<b>\$500</b>
	<i>Description:</i> A non-profit organization incorporated in 1976 to promote bilingual education and quality educational experiences for all students in California. CABE has 5,000 members with over 60 chapters/affiliates, all working to promote equity and student achievement for students with diverse cultural, racial, and linguistic backgrounds.		
13.	<b>California Association of Directors of Activities (CADA)</b>	<b>High School Activity Directors</b>	<b>\$250 per site</b>
	<i>Description:</i> CADA provides the introduction and support to develop an effective Student Council with activities and leadership training. It also provides the opportunity to learn how to run an effective Student Council, create team building, obtain information on legal and legislative issues, and promote student leadership.		
14.	<b>California Child Development Administrators Association (CCDAA)</b>	<b>Early Childhood</b>	<b>\$250</b>
	<i>Description:</i> California Child Development Administrators Association supports leaders and administrators of ALL publicly funded early care and education programs in California. CCDAA is a powerful voice in Sacramento, advocating against budget cuts, sponsoring successful legislation to establish, and making your voice heard regarding legislation time and again.		
15.	<b>California's Coalition for Adequate School Housing (CASH)</b>	<b>Facilities</b>	<b>\$671</b>
	<i>Description:</i> Coalition of entities for lobbying of State legislation regarding facilities issues.		
16.	<b>California's Coalition for Adequate School Housing (CASH) Maintenance Network</b>	<b>Building Services</b>	<b>\$209</b>
	<i>Description:</i> C.A.S.H Maintenance Network was formed in 1996 to strengthen maintenance efforts Statewide and to increase public and legislative awareness and funding for school maintenance issues.		
17.	<b>California Head Start Association (CHSA)</b>	<b>Head Start</b>	<b>\$300</b>
	<i>Description:</i> Membership in this organization is beneficial to the District because they provide information and training to our staff regarding issues and changes that directly affect Head Start and State Preschool programs.		
18.	<b>California Interscholastic Federation (CIF)</b>	<b>All High School Athletics</b>	<b>\$50 per Sport</b>
	<i>Description:</i> This is a requirement for all high schools in the State of California in order to be eligible to participate in any athletic contest.		
19.	<b>California Latino School Boards Association (CLSBA)</b>	<b>Superintendent's Office</b>	<b>\$100 each</b>
	<i>Description:</i> CLSBA is an organization providing support to school board members and trustees to move forward education policy to increase P-12 student achievement.		

No.	Organizations	User	Estimated Fee
20.	<b>California League of High School (CLHS)</b>	<b>All High Schools</b>	<b>\$2,360</b>
	<i>Description:</i> This organization provides resources and staff development opportunities that pertain to grades 9-12 education including reduction in conference fees and opportunity to participate in high school grade activities.		
21.	<b>California League of Middle Schools (CLMS)</b>	<b>Intermediate Schools</b>	<b>\$2,655</b>
	<i>Description:</i> This organization provides resources and staff development opportunities that pertain to middle grade education reduction in conference fees and the opportunity to participate in a variety of middle grade activities.		
22.	<b>California School Boards Association (CSBA)</b>	<b>Superintendent's Office</b>	<b>\$31,000</b>
	<i>Description:</i> This association is for school board members in California. CSBA provides support and political advocacy for School Board members. The Education Alliance, a subset of CSBA, provides legal service and advice to school board and districts. Superintendent and Board members will receive subscriptions to California School News, California School Magazine, and access to GAMUT. GAMUT is an online policy information service providing school districts resources when updating Board Policies and Administrative Regulations.		
23.	<b>California Association of School Business Officials (CASBO)</b>	<b>Business Services</b>	<b>\$1,880</b>
	<i>Description:</i> The California Association of School Business Officials is the premier resource for professional development and business best practices for California's school business leaders. CASBO is dedicated to promoting excellence and professionalism in all aspects of school business and stay current on school news; get understandable downloads on legislation and public school advocacy efforts; and connect with industry colleagues who are informed, experienced feet on the ground in California's public schools. CASBO members represent every facet of school business management and operations.		
24.	<b>California School Resource Officers' Association (CSROA)</b>	<b>School Police Services</b>	<b>\$25</b>
	<i>Description:</i> The CSROA is comprised of dedicated peace officers and educators of California who readily commit their experiences, efforts, and knowledge to achieve the common goal of providing all California schools with a safe and healthy learning environment. Members of the CSROA serve California's schools statewide, participating in various community-based prevention efforts and convene with a number of committees dedicated to recognizing the potential in today's youth.		
25.	<b>CalSPRA</b>	<b>Communications Office</b>	<b>\$200</b>
	<i>Description:</i> Provides advice, support and information for school public information office.		
26.	<b>CA Police Chiefs Association (Cal Chiefs)</b>	<b>School Police Services</b>	<b>\$145</b>
	<i>Description:</i> The purpose of the California Police Chiefs' Association is to promote and advance the science and art of police administration and crime prevention: to develop and disseminate professional administrative practices, and to promote their use in the police profession: to foster police cooperation and the exchange of information and experience throughout the State: to bring about recruitment and training in the police profession of qualified persons: to encourage the adherence of all police officers to high professional standards of conduct in the strict compliance with the Law Enforcement Officer's Code of Ethics.		
27.	<b>California School Nutrition Association (CSNA)</b>	<b>Nutrition Services</b>	<b>\$2,515</b>
	<i>Description:</i> Educating and empowering members to provide healthy meals to foster an environment where children achieve overall wellness and lifelong success.		
28.	<b>Coalition for Adequate Funding for Special Education</b>	<b>Support Services</b>	<b>\$1,400</b>
	<i>Description:</i> Coalition in supporting the advocacy efforts for increase funding for special education.		

No.	Organizations	User	Estimated Fee
29.	<b>College Board</b>	<b>All High Schools</b>	<b>\$325</b>
	<i>Description:</i> This organization provides services to comprehensive high schools to help teachers deliver AP courses, to provide counselors and administrators help in understanding and administering SAT and PSAT testing, results and potential, and to develop successful Advanced Placement Program that promote equal access and success for all students.		
30.	<b>Consortium for School Networking (CoSN)</b>	<b>Educational Services/Information Technology</b>	<b>\$1,500</b>
	<i>Description:</i> CoSN is the premier professional association for district technology leaders. For over two decades, CoSN has provided leaders with the management and community building they need to succeed. Today, CoSN represents over 10 million students in school districts nationwide and continues to grow as a powerful and influential voice in K-12 education. This is an institutional membership, through which all SAUSD leaders can benefit from access to professional development and various online resources that support our districtwide technology integration efforts.		
31.	<b>Constitutional Rights Foundation (CRF)</b>	<b>Educational Services/All High School</b>	<b>\$350</b>
	<i>Description:</i> Provides the school with access to participate in the Mock Trial Competition and Law Day activities.		
32.	<b>Cooperative Organization for Development of Employee Selection Procedures (CODESP)</b>	<b>Human Resources</b>	<b>\$1,850</b>
	<i>Description:</i> CODESP was established to provide assistance in certificated and classified employment selection procedures. Among the products and services CODESP provides are: testing materials; salary surveys; training; seminars; workshops for personnel employees, job-related selection procedures; analysis and implementation of fair employment regulations and guidelines; access to a clearinghouse of information on testing and selection; access to an established item bank. This membership has benefited the Human Resources Department immensely.		
33.	<b>Digital Promise League of Innovative Schools</b>	<b>Educational Services</b>	<b>\$2,500</b>
	<i>Description:</i> A coalition of leading superintendents committed to partnering with developers, research institutions and one another to demonstrate, evaluate and scale up innovations that deliver better results for students.		
34.	<b>Disaster Preparedness &amp; Recovery Alliance (DPRA)</b>	<b>Risk Management/School Police Services</b>	<b>\$120</b>
	<i>Description:</i> The DPRA meets monthly and is supported by members representing small and large businesses, community organizations, municipal agencies, non-profit organizations, universities and schools. The mission of the DPRA is to establish opportunities to network and share information on emergency planning, training and disaster recovery.		
35.	<b>FBI National Academy Associates, Inc. (FBINAA)</b>	<b>School Police Services</b>	<b>\$200</b>
	<i>Description:</i> The FBI National Academy Associates, Inc.(FBINAA) is an active and healthy organization with nearly 18,000 members worldwide, who are graduates of the FBI National Academy Program. The purpose of the FBINAA is to provide members with continuing education, training, research, and professional development opportunities in law enforcement disciplines which will promote law enforcement cooperation, services, and standards of professional conduct in all levels of law enforcement.		
36.	<b>Future Business Leaders of American (FBLA)</b>	<b>Educational Services/Valley H.S.</b>	<b>\$600</b>
	<i>Description:</i> Program activities include academic training, career and business education training, academic competition, and academic field trips. The club allows business technology students to visit worksites, compete with fellow FBLA students from other schools, and develop team building skills while teacher the importance of setting and achieving goals.		

No.	Organizations	User	Estimated Fee
37.	<b>Golden West League</b>	<b>High School Athletics</b>	<b>\$2,000</b>
	<i>Description:</i> League dues required for high schools to participate in sports programs. (Santa Ana and Segerstrom).		
38.	<b>Kiwanis</b>	<b>Facilities</b>	<b>\$920</b>
	<i>Description:</i> Service Club focused on assisting Santa Ana Youth with scholarships and financial assistance.		
39.	<b>International Association of Chiefs of Police (IACP)</b>	<b>School Police Services</b>	<b>\$150</b>
	<i>Description:</i> The IACP shall advance professional police services; promote enhanced administrative, technical, and operational police practices; foster cooperation and the exchange of information and experience among police leaders and police organizations of recognized professional and technical standing throughout the world.		
40.	<b>Institute of Internal Auditors (IIA)</b>	<b>Business Services</b>	<b>\$130</b>
	<i>Description:</i> The IIA will provide audit resources such as trainings, tools, audit news/trends, and contacts.		
41.	<b>International Council for K-12 Online Learning (iNACOL)</b>	<b>Educational Services</b>	<b>\$500</b>
	<i>Description:</i> The mission of the International Association for K-12 Online Learning (iNACOL) is to ensure all students have access to a world-class education and quality blended and online learning opportunities that prepare them for a lifetime of success. iNACOL is a non-profit organization focused on research; developing policy for student-centered education to ensure equity and access; developing quality standards for emerging learning models using online, blended, and competency-based education; and supporting the ongoing professional development of classroom, school, district and state leaders for new learning models. The membership dues offset costs relating to 4 staff members and provides discounts for the annual conference.		
42.	<b>International Society for Technology in Education</b>	<b>Educational Services</b>	<b>\$1,699</b>
	<i>Description:</i> The International Society for Technology in Education (ISTE®) is the premier nonprofit organization serving educators and education leaders committed to empowering connected learners in a connected world. ISTE serves more than 100,000 education stakeholders throughout the world. The membership dues offset costs relating to 16 staff members and provides discounts for the annual technology conference.		
43.	<b>Middle College National Consortium</b>	<b>Middle College High School</b>	<b>\$500</b>
	<i>Description:</i> Professional development organization for secondary and postsecondary public-sector educators. The Consortium provides ongoing technical assistance and support to both new and established middle college high schools as they implement educational reforms and engage in professional activities designed to help underperforming students meet high academic standards. Member schools participate in a Critical Friends Review every five years, students meet annually to discuss significant issues that affect their lives and communities, and educators meet twice yearly for professional development and assistance.		
44.	<b>National Association of Latino Elected and Appointed Officials (NALEO)</b>	<b>Superintendent's Office</b>	<b>\$500</b>
	<i>Description:</i> NALEO is the nation's leading nonprofit organization that facilitates participation of Latinos in the American political process, from citizenship to public service. The NALEO Educational Fund is a nonpartisan 501 (c)(3) organization. NALEO provides professional development opportunities and technical assistance to the nation's more than 6,000 Latino elected and appointed officials, and monitor and conduct advocacy on issues important to the Latino community and our political participation.		

<b>No.</b>	<b>Organizations</b>	<b>User</b>	<b>Estimated Fee</b>
45.	<b>National Academy Foundation</b>	<b>Century High School</b>	<b>\$1,000</b>
	<i>Description:</i> NAF is an educational, non-profit organization, which sustains a national network of career academies to support the development of youth toward personal and professional success in high school, higher education, and throughout their careers. NAF Academies represent school partnerships that prepare students for future careers through a combination of school-based curricula and work-based experiences.		
46.	<b>National Association for the Education of Young Children</b>	<b>Early Childhood Education</b>	<b>\$200</b>
	<i>Description:</i> NAEYC supports our State and affecting early childhood education and many other benefits, helping them become leaders in discussions on many topics, from the development and implementation of quality rating and improvement systems (QRIS) and state-financed prekindergarten programs to the development of comprehensive systems for early childhood education, including integrated professional development systems.		
47.	<b>National Association of School Resource Officers' (NASRO)</b>	<b>School Police Services</b>	<b>\$40</b>
	<i>Description:</i> The NASRO is the largest school-based police organization in the U.S. with a membership of over 6,000 school police officers. The NASRO provides a vast network of experience and expertise all directed at one goal of providing a safe learning environment for students.		
48.	<b>National Association of School Safety and Law Enforcement Officials (NASSLEO)</b>	<b>School Police Services</b>	<b>\$200</b>
	<i>Description:</i> The National Association of School Safety and Law Enforcement Officials (NASSLEO) provides unmatched levels of resources to ensure continuous growth for school safety leaders, administrators, and managers. NASSLEO, a non-profit organization, is devoted to a safe learning environment for the K-12 educational systems; provides best practices, networking capabilities and professional development for national and international memberships.		
49.	<b>National Network of Partnership Schools</b>	<b>Educational Services</b>	<b>\$400</b>
	<i>Description:</i> NNPS invites schools, districts, states, and organizations to join together and use research-based approaches to organize and sustain excellent programs of family and community involvement that will increase student success in school.		
50.	<b>National School Public Relations Association (NSPRA)</b>	<b>Communications Office</b>	<b>\$260</b>
	<i>Description:</i> The NSPRA is the leader in school communication, providing members with the resources, products, services, and counsel needed to excel in their roles as lead communicators. This organization provides access to collaborate with school communication professionals throughout the country bringing best practices to the District. Templates and sample communication and marketing plans are accessible to members to utilize for their individual districts.		
51.	<b>National Notary Association</b>	<b>Business Services/District Office</b>	<b>\$716</b>
	<i>Description:</i> Association has unlimited hotline support via the telephone with expert notaries giving advice and answering any question notaries may have. NNA provides professional training programs and online services.		
52.	<b>National PTA</b>	<b>Educational Services/All School Sites</b>	<b>\$25</b>
	<i>Description:</i> Organizational membership.		
53.	<b>Orange County Academic Decathlon</b>	<b>All High Schools/Educational Services</b>	<b>\$500</b>
	<i>Description:</i> Allows the school to participate in the highest level of academic competition through teams of students. Students compete with other students in the county and gain considerable growth in their own academic knowledge and discipline.		

No.	Organizations	User	Estimated Fee
54.	<b>Orange County Hispanic Chamber of Commerce (HCC)</b>	<b>Superintendent's Office</b>	<b>\$250</b>
	<i>Description:</i> The OC Hispanic Chamber of Commerce is important as it provides the availability of positive business connections within the community for our students.		
55.	<b>Orange County School Board Association (OCSBA)</b>	<b>Superintendent's Office</b>	<b>\$125</b>
	<i>Description:</i> The OCSBA promotes cooperation between Districts. It provides an exchange of information on school issues and holds conferences/workshops/seminars for its membership.		
56.	<b>Orange County Special Education Alliance (OCSEA)</b>	<b>Support Services</b>	<b>\$16,850</b>
	<i>Description:</i> OC Special Education Alliance was established to meet the need for a countywide system that can focus on special education. This includes providing parent education on topics of interest and leadership opportunities for parents to lobby their state representatives regarding special education, with an emphasis on adequate state and federal funding of special education. The Alliance also offers staff development and training to school employees, with a focus on alternative dispute resolution strategies to improve positive communication with parents. In addition, the Alliance oversees the decisions and rulings rendered by administrative agencies, so that proactive measures can be considered when the outcome has a countywide significance or is precedent setting in its implications for all students.		
57.	<b>Orange County Training Managers Association</b>	<b>School Police Services</b>	<b>\$100</b>
	<i>Description:</i> To professionally and responsibly represent all local law enforcement agencies in matters of training management. This includes a partnership between OCTMA, allied training manager organizations, California Police Officer Standards and Training, Chief's and Sheriff's Organizations, and associations interested in furthering the goals of law enforcement training.		
58.	<b>Orange Coast League</b>	<b>High School Athletics</b>	<b>\$2,000</b>
	<i>Description:</i> League dues are required for high schools to participate in sports. (Godinez and Saddleback).		
59.	<b>Orange League</b>	<b>High School Athletics</b>	<b>\$2,000</b>
	<i>Description:</i> League dues are required for high schools to participate in sports. (Century and Valley).		
60.	<b>PBS SoCAL/KOCE-TV Foundation</b>	<b>Educational Services/Information Technology</b>	<b>\$65,000</b>
	<i>Description:</i> Provides a cost-lowering mechanism by which districts join together to purchase high quality resource media. The consortia offer teachers liberal access to videos and teachers' guides, effective use of television and Discovery Streaming for instruction in the classroom. Copyright and broadcast clearances are included which allows teachers to copy for their own collection and the District to maintain a central video library.		
61.	<b>Learning Ally</b>	<b>Support Services</b>	<b>\$1,000</b>
	<i>Description:</i> Provides curriculum books on tape for students needing this assistive technology.		
62.	<b>Region IX Head Start Association</b>	<b>Head Start/State Pre-School</b>	<b>\$250</b>
	<i>Description:</i> Membership in these organizations is beneficial to the District because they provide information and training to our staff regarding issues and changes that directly affect Head Start and State Preschool Programs.		
63.	<b>Santa Ana Chamber of Commerce</b>	<b>Superintendent's Office</b>	<b>\$1,595</b>
	<i>Description:</i> Provides the District with an ever-increasing number of partnership opportunities. The District does not participate in the SAC-PAC.		



No.	Organizations	User	Estimated Fee
64.	<b>School Energy Coalition</b>	<b>Facilities</b>	<b>\$250</b>
	<i>Description:</i> Coalition is dedicated to funding for school projects that will reduce energy usage, save money, produce clean renewable power for our students and communities throughout California.		
65.	<b>School Services of California (SSC)</b>	<b>Business Services</b>	<b>\$3,000</b>
	<i>Description:</i> The District receives ongoing information and advice in all facets of school operation. Primary emphasis is related to legislation and school business functions as they relate to programmatic issues, and collective bargaining.		
66.	<b>School Nutrition Association</b>	<b>Nutrition Services</b>	<b>\$2,000</b>
	<i>Description:</i> The School Nutrition Association (SNA) is the only professional association dedicated solely to the support and well-being of school nutrition professionals in advancing good nutrition for all children.		
67.	<b>Special Education Local Plan Area Administrators of California</b>	<b>Support Services</b>	<b>\$1,300</b>
	<i>Description:</i> The Special Education Local Plan Area (SELPA) Administrators is a State-wide organization that addresses issues related to the implementation of Special Education programs in districts across California. SELPA Administrators meet monthly with State Department of Education officials in Sacramento and San Diego to discuss service delivery, new trends, resolve problems and develop legislation to address Special Education concerns. The member dues offset costs related to hosting ten (10) meetings held during the school year and includes professional development.		
68.	<b>Urban Education Dialogue</b>	<b>Superintendent's Office</b>	<b>\$3,000</b>
	<i>Description:</i> The Urban Education Dialogue brings together superintendents from California urban schools three times a year to share best practices, generate creative ideas, and improve education policy.		
69.	<b>Western Association of Schools &amp; Colleges (WASC)</b>	<b>All High Schools</b>	<b>\$8,000</b>
	<i>Description:</i> Annual membership fees are required to participate in the accreditation process for all high schools.		
70.	<b>Winter Guard Association of Southern California (WGASC)</b>	<b>Santa Ana High School</b>	<b>\$700</b>
	<i>Description:</i> WGASC is a non-profit, youth organization, which cultivates personal growth through competitive performance opportunities in an organized forum that promotes self-esteem, education and freedom of creativity.		

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of Agreement with Padres Unidos for 2016-17 School Year

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Padres Unidos for the 2016-17 school year. Padres Unidos has been a part of the parent support, outreach and education initiative in the District since 1999. The first 12 years, through the Orange County Department of Social Services collaboration. Padres Unidos has a strong collaboration with Chapman University College of Education. As part of this collaboration, Chapman provides our community of parent volunteers with the opportunity to get a two-year Community Worker professional development education scholarship to become part of the community force.

**ITEM SUMMARY:**

- Agreement Starts: August 24, 2016
- Agreement Ends: June 22, 2017
- Agreement will provide parent trainings to 20 elementary schools

**RATIONALE:**

Padres Unidos will provide two 12 weeks of parent education modules:

- Padres Unidos will provide two 12 weeks of parent training with emphasis determined by school administration through the assessment evaluation. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school
- “Structured Play with Learning Purposes” Child care. This component includes a developmentally sensitive array of games and activities to stimulate growth for two to five years old children and developmental assessments delivered concurrently during the parent educational module program.
- Community worker support. A community worker will provide support, activities, information, and referrals for those in need of assistance as identified by the school community’s and individual needs.

This program will be implemented at Carver, Edison, Esqueda, Franklin, Fremont, Garfield, Harvey, Heninger, Hoover, Kennedy, King, Lowell, Madison, Martin, Monroe, Monte Vista, Pio Pico, Romero Cruz, Sepulveda, and Walker elementary schools.

In the past, Padres Unidos collaborate at seventeen elementary schools and one high school. In the 2015-16 school year, Padres Unidos provided services to over 3,000 parents and children with the different educational modules.

LCAP Goal 3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality education (PIQE) and other family services; 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:**

Various School Site Funds: \$309,000

**RECOMMENDATION:**

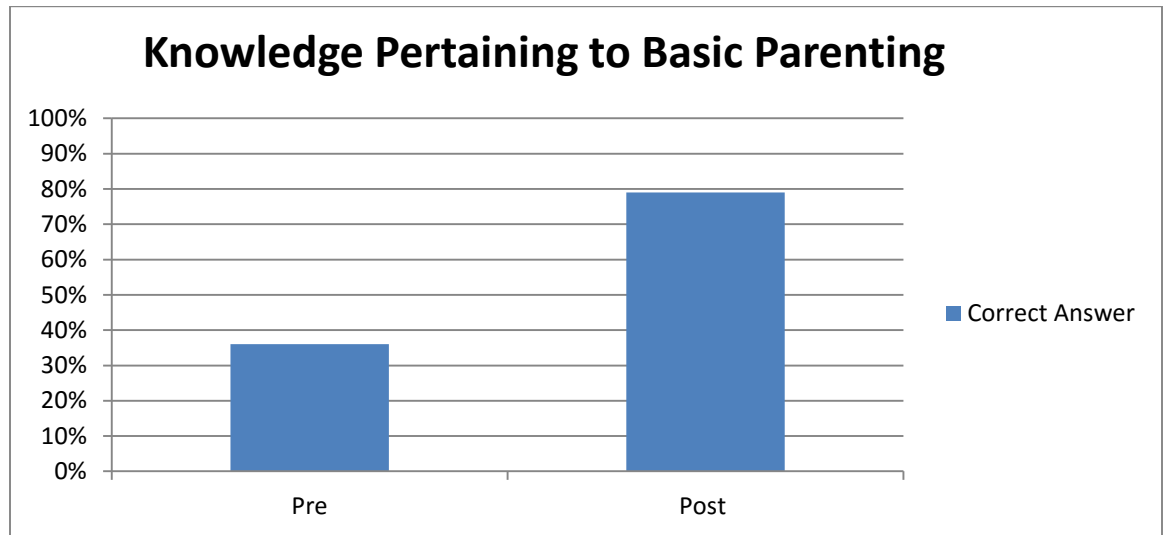
Approve the agreement with Padres Unidos for the 2016-17 school year.

# Parenting Self-Report: Anonymous Questionnaire

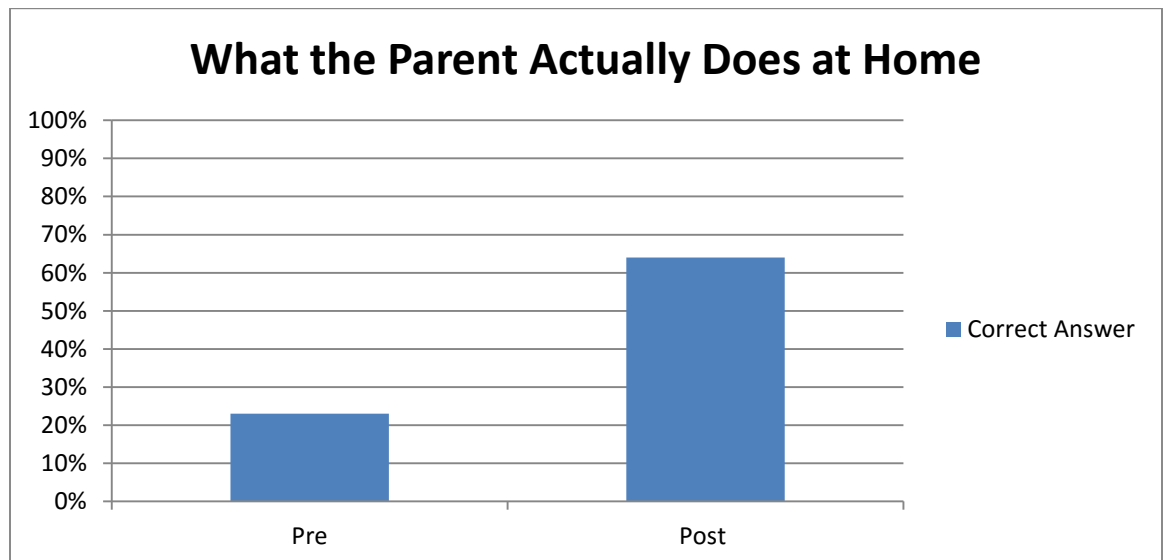
Parents 200 pre and post evaluations

From Fremont, Madison, King, Esqueda, Heninger Elementary schools 2015-2016

- 1) Multiple Choice Self-reporting anonymous questionnaire focus in selecting the answer that contains the knowledge pertaining basic parenting information.
  - PRE-Test 36% circled the correct answer
  - POST-Test 79% circled the correct answer



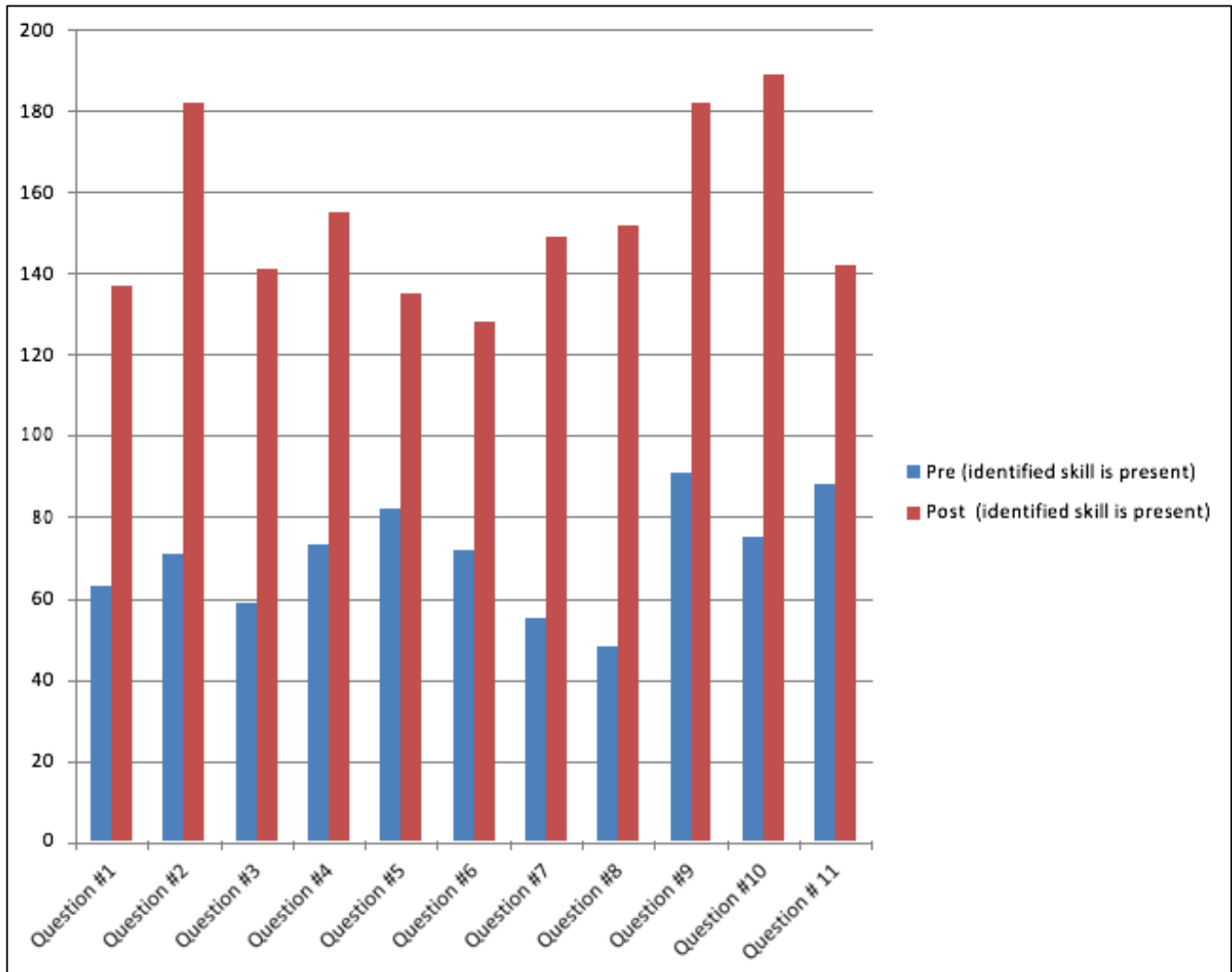
- 2) Multiple Choice Self-reporting anonymous questionnaire focus in selecting the answer that contains the response that identifies what they actually do at home.
  - PRE-Test 23% select the correct answer
  - POST-Test 64% select the correct answer



Padres Unidos: PRE/POST Baseline and Progress Assessment Tool 2015-2016:  
Socio-Emotional Development (per parent report) based on 200 surveys

**\*\*Actual questions to follow\*\***

**Instruction provided to parents:** Please check if your child demonstrates the ability.



Padres Unidos: PRE/POST Baseline and Progress Assessment Tool 2015-2016:  
Socio-Emotional Development (per parent report) based on 200 surveys

1. Demonstrates feelings appropriately.
2. Interacts with other children.
3. Team playing
4. Separates from parents.
5. Feels proud of his/her achievements.
6. Acts responsibly.
7. Understands the concept of consequences.
8. Looks for new experiences.
9. Maintains appropriate attention.
10. Understands & follows rules.
11. Demonstrates empathy.

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Padres Unidos, 708 N. Garfield St., Santa Ana, CA 92701**) 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:** Padres Unidos will provide two 12 week programs of parent education modules:

- Padres Unidos will provide two twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school
- “Structured Play with Learning Purposes” Child care. This component includes a developmentally sensitive array of games and activities to stimulate growth for two to five years old children and developmental assessments delivered concurrently during the parent educational module program.
- Community worker support. A community worker will provide support, activities, information, and referrals for those in need of assistance as identified by the school community’s and individual needs.

This program will be implemented at Carver, Edison, Esqueda, Franklin, Fremont, Garfield, Harvey, Heninger, Hoover, Kennedy, King, Lowell, Madison, Martin, Monroe, Monte Vista, Pio Pico, Romero Cruz, Sepulveda, and Walker elementary schools.

**Services shall be provided by (Name of specific individual, if required).**

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **8/24/2016** and will diligently perform as required and complete performance by **6/22/2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Three Hundred Nine Thousand Dollars (\$309,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

---

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:

**Padres Unidos**  
**708 N. Garfield St.**  
**Santa Ana, CA 92701**

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.

a. Padres Unidos Proposal.

THIS AGREEMENT IS ENTERED INTO THIS 8<sup>TH</sup> DAY OF JUNE, 2016.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_

Signature

Tina Douglas

\_\_\_\_\_

Printed Name

Assistant Superintendent, Business  
Services

\_\_\_\_\_

Title

6/7/2016

\_\_\_\_\_

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.





## Thomas A. Edison Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Thomas A. Edison Elementary School:

### **I. Costs and Funding**

The cost to Edison/SAUSD of the program described below will be **\$18,000.00**. The cost corresponds to the services rendered stipulated in the 2016-2017 price sheet for the basic and advance Parenting Module and the Community Worker. The two morning 12 week parent support programs with child care cost is \$8,800 (one in the fall and one in spring). In addition, the price includes two days 16 hrs. a week of a community worker for 34 weeks for \$9,200.00 (rate times two \$4,600)

### **II. Services/Program Description**

#### *Two Parents 12 Weeks Parent Education Modules*

- A. Padres Unidos will provide two twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.
- C. Community Worker Support. A Community worker will provide Edison school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Thomas A. Edison will have a Padres Unidos Community Worker two days week for eight (16) hours for 34 weeks.

### **III. Targeted population:**

- A. Parents that attend the Parent Engagement component
- B. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- C. Families referred to Community Worker





---

## Lydia Romero-Cruz Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Romero-Cruz Elementary School:

### **I. Costs and Funding**

The cost to Romero-Cruz/SAUSD of the program described below will be **\$ 4,600.00**. The cost corresponds to price sheet services 2016-2017. The selected program will consist of the following components.

### **II. Services/Program Description**

To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Romero-Cruz Elementary community with services, support activities, information, and referrals for those in need. Romero-Cruz will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels



## Franklin Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Franklin Elementary School:

### **I. Costs and Funding**

The cost to Franklin/SAUSD of the program described below will be **\$ 13,400.00**. The cost corresponds to price sheet services 2016-2017. Of this 8,800.00 is for Basic/Advanced Parenting Module and \$4,600.00 is for the Community Worker.

### **II. Services/Program Description**

*Two Parents 12 Weeks Parent Education Modules*

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.
- C. Community Worker Support. A Community worker will provide Franklin school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Franklin will have a Padres Unidos Community Worker once a week, eight (8) hours for 34 weeks.

### **III. Targeted population:**

- A. Parents that attend the Parent Engagement component
- B. "Structure Playing with Learning Purposes" Quality child care for program attending parents.





## Herbert Hoover Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Herbert Hoover Elementary School:

### **I. Costs and Funding**

The cost to Hoover/SAUSD of the program described below will be **\$ 13,400.00**. The cost corresponds to price sheet services 2016-2017. Of this \$8,800.00 is for Basic/Advanced Parenting Module and \$4,600.00 is for the Community Worker.

### **II. Services/Program Description**

#### *Two Parents 12 Weeks Parent Education Modules*

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.
- C. Community Worker Support. A Community worker will provide Hoover school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Hoover will have a Padres Unidos Community Worker once a week, eight (8) hours for 34 weeks.

### **III. Targeted population:**

- A. Parents that attend the Parent Engagement component
- B. "Structure Playing with Learning Purposes" Quality child care for program attending parents.



## Pio Pico Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Glenn Martin Elementary School:

### **I. Costs and Funding**

The cost to Pio Pico/SAUSD of the program described below will be **\$ 15,400.00**. The cost corresponds to price sheet services 2016-2017. Of this 10,800.00 is for Early Literacy and \$4,600.00 is for the Community Worker.

### **II. Services/Program Description**

- A. Early Literacy.** This component is a conjoint educational module in which parents and 3 to 5 year old children participate in pre-reading and pre-writing activities facilitated by an educator in small groups. Parents will be in charge of working, supporting and engaging their child in learning activities. Each family will take home a book bag and will participate in a weekly book exchange. This program is 30 weeks once a week for two hours.
- B. Community Worker Support.** To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Pio Pico Elementary community with services, support activities, information, and referrals for those in need. Pio Pico will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels





## King Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to King Elementary School:

### **I. Costs and Funding**

The cost to King/SAUSD of the program described below will be **\$ 15,400.00**. The cost corresponds to price sheet services 2016-2017. Of this 10,800.00 is for Early Literacy and \$4,600.00 is for the Community Worker.

### **II. Services/Program Description**

- A. Early Literacy.** This component is a conjoint educational module in which parents and 3 to 5 year old children participate in pre-reading and pre-writing activities facilitated by an educator in small groups. Parents will be in charge of working, supporting and engaging their child in learning activities. Each family will take home a book bag and will participate in a weekly book exchange. This program is 30 weeks once a week for two hours.
- B. Community Worker Support.** To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing King Elementary community with services, support activities, information, and referrals for those in need. King will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels



## Glenn Martin Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Glenn Martin Elementary School:

### **I. Costs and Funding**

The cost to Glenn Martin/SAUSD of the program described below will be **\$ 15,400.00**. The cost corresponds to price sheet services 2016-2017. Of this 10,800.00 is for Early Literacy and \$4,600.00 is for the Community Worker.

### **II. Services/Program Description**

- A. Early Literacy.** This component is a conjoint educational module in which parents and 3 to 5 year old children participate in pre-reading and pre-writing activities facilitated by an educator in small groups. Parents will be in charge of working, supporting and engaging their child in learning activities. Each family will take home a book bag and will participate in a weekly book exchange. This program is 30 weeks once a week for two hours.
- B. Community Worker Support.** To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Glenn Martin Elementary community with services, support activities, information, and referrals for those in need. Glenn Martin will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels





## Harvey Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Harvey Elementary School:

### **I. Costs and Funding**

The cost to Harvey/SAUSD of the program described below will be **\$ 13,400.00**. The cost corresponds to price sheet services 2016-2017. Of this 8,800.00 is for Basic/Advanced Parenting Module and \$4,600.00 is for the Community Worker.

### **II. Services/Program Description**

*Two Parents 12 Weeks Parent Education Modules*

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.
- C. Community Worker Support. A Community worker will provide Harvey school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Harvey will have a Padres Unidos Community Worker once a week, eight (8) hours for 34 weeks.

### **III. Targeted population:**

- A. Parents that attend the Parent Engagement component
- B. "Structure Playing with Learning Purposes" Quality child care for program attending parents.



## James Madison Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to James Madison Elementary School:

### I. Costs and Funding

The cost to James Madison /SAUSD of the program described below will be **\$30,800.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$21,600.00 will be paid pro-rated by the district/school through monthly statements. In addition, the price includes two days 16 hrs. a week of a community worker for 34 weeks for \$9,200.00 (rate time two \$9,200.00).

### II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
  - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
  - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide two days eight hours James Madison school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs.

### III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker





## Lowell Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Lowell Elementary School:

### I. Costs and Funding

The cost to James Madison /SAUSD of the program described below will be **\$26,200.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$21,600.00 will be paid pro-rated by the district/school through monthly statements. In addition, the price includes one day 8 hrs. a week of a community worker for 34 weeks for \$4,600.00.

### II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
  - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
  - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide one day eight hours Lowell school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Lowell will have a Padres Unidos Community Worker once a week for eight hours.

### III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



## Garfield Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD") for school year 2016-2017 and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Garfield Elementary School:

### **I. Costs and Funding**

The cost to Garfield/SAUSD of the program described below will be **\$16,000.00**. The cost corresponds to services rendered stipulated in the MOU for the Transition 4<sup>th</sup> and 5<sup>th</sup> Parenting Module **\$11,400.00** and the Community Worker for **\$4,600.00**

The programs will consist of the following components:

### **II. Services/Program Description**

- A. Parents as Teachers/4th and 5th grade. This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as they transition to Jr. High as well as the academic and social emotional learning needed by this population to be successful in school in this developmental age.
  - i. Both parents and kids face physiological changes and demands that tax their family life and relationships. Additionally, going from an elementary school system to a middle school calls for extra support and education. This module can be offered either as: a module that includes parents alongside their 4<sup>th</sup> & 5<sup>th</sup> grade student or a module that only requires parent participation depending on the time it is offer. Weekly classes are held for 4th graders in the Fall semester and 5th graders in the Spring semester.
  - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home during pre- adolescence.
- B. "Structured Play with Learning Purposes" Child care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/4th and 5th* program.
- C. Community Worker Support. A Community worker will provide Garfield school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Garfield will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- A. 4th and 5th grade students (if offered outside from school hours)
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker





---

## Jose A. Sepulveda Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Sepulveda Elementary School:

### **I. Costs and Funding**

The cost to Sepulveda/SAUSD of the program described below will be **\$ 4,600.00**. The cost corresponds to price sheet services 2016-2017. The selected program will consist of the following components.

### **II. Services/Program Description**

To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Sepulveda Elementary community with services, support activities, information, and referrals for those in need. Sepulveda will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels



## Manuel Esqueda Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Manuel Esqueda Elementary School:

### I. Costs and Funding

The cost to Manuel Esqueda /SAUSD of the program described below will be **\$30,800.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$21,600.00 will be paid pro-rated by the district/school through monthly statements. In addition, the price includes two days 16 hrs. a week of a community worker for 34 weeks for \$9,200.00 (rate time two \$4,600.00).

### II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
  - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
  - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide two days eight hours Manuel Esqueda school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Manuel Esqueda will have a Padres Unidos Community Worker twice a week for eight (a total of 16) hours.

### III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker





## John C. Fremont Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to John C. Fremont Elementary School:

### I. Costs and Funding

The cost to John C. Fremont /SAUSD of the program described below will be **\$35,400.00**. The cost corresponds to the services rendered stipulated in the 2016-2017 price sheet. The cost will be paid pro-rated by the district/school through monthly statements. In summary, the price includes \$21,600.00 School readiness / Parents as teachers 30 week program and 24 hrs. a week of a community worker for 34 weeks for \$13,800.00.

### II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
  - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
  - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide two days eight hours John C. Fremont school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. John C. Fremont will have a Padres Unidos Community Worker 24 hours a week.

### III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



## George Washington Carver Elementary School and Padres Unidos 2016/2017

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Carver Elementary School:

### **I. Costs and Funding**

The cost to Carver/SAUSD of the program described below will be **\$4,600.00**. The cost corresponds to price sheet services 2016-2017. The selected program will consist of the following components. The price includes one day, 8 hrs. a week of a community worker for 34 weeks for \$4,600.00.

### **II. Services/Program Description**

To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Carver Elementary community with services, support activities, information, and referrals for those in need. Carver will have a Padres Unidos Community Worker once a week for eight hours.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels





## Monte Vista Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Monte Vista Elementary School:

### **I. Costs and Funding**

The cost to Monte Vista/SAUSD of the program described below will be **\$ 13,400.00** The cost corresponds to price sheet services 2016-2017. Of this **\$8,800.00** is for Basic/Advanced Parenting Module and **\$4,600.00** is for the Community Worker.

### **II. Services/Program Description**

*Two Parents 12 Weeks Parent Education Modules*

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.
- C. Community Worker Support. A Community worker will provide Monte Vista School with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Monte Vista will have a Padres Unidos Community Worker once a week, eight (8) hours for 34 weeks.

### **III. Targeted population:**

- A. Parents that attend the Parent Engagement component
- B. "Structure Playing with Learning Purposes" Quality child care for program attending parents.





---

## Adeline C. Walker Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Walker Elementary School:

### **I. Costs and Funding**

The cost to Walker/SAUSD of the program described below will be **\$ 4,600.00**. The cost corresponds to price sheet services 2016-2017. The selected program will consist of the following components.

### **II. Services/Program Description**

To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Waker Elementary community with services, support activities, information, and referrals for those in need. Walker will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels



## John F. Kennedy Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Kennedy Elementary School:

### **I. Costs and Funding**

The cost to Kennedy/SAUSD of the program described below will be **\$ 4,600.00**. The cost corresponds to price sheet services 2016-2017. The selected program will consist of the following components.

### **II. Services/Program Description**

To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Kennedy Elementary community with services, support activities, information, and referrals for those in need. Kennedy will have a Padres Unidos Community Worker once a week for eight (8) hours for 34 weeks.

### **III. Targeted population:**

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels



## James Monroe Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Monroe Elementary School:

### **I. Costs and Funding**

The cost to Monroe/SAUSD of the program described below will be **\$8,800.00**. The cost corresponds to the services rendered stipulated in the 2015-2016 price sheet for the basic and advance Parenting Module. The two morning 12 week parent support programs with child care cost is \$8,800.00 (one in the fall and one in spring).

### **II. Services/Program Description**

#### *Two Parents 12 Weeks Parent Education Modules*

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.

### **III. Targeted population:**

- A. Parents that attend the Parent Engagement component
- B. "Structure Playing with Learning Purposes" Quality child care for program attending parents.





## Heninger Elementary School and Padres Unidos 2016/2017

---

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD") for school year 2016-2017 and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Heninger Elementary School:

### **I. Costs and Funding**

The cost to Garfield/SAUSD of the program described below will be **\$20,200.00**. The cost corresponds to price sheet services 2016-2017. Of this 8,800.00 is for Basic/Advanced Parenting Module and for the Transition 4<sup>th</sup> and 5<sup>th</sup> Parenting Module \$11,400.00

The programs will consist of the following components:

### **II. Services/Program Description**

*Two Parents 12 Weeks Parent Education Modules*

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
  
- B. Parents as Teachers/4<sup>th</sup> and 5<sup>th</sup> grade. This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as they transition to Jr. High as well as the academic and social emotional learning needed by this population to be successful in school in this developmental age.
  - i. Both parents and kids face physiological changes and demands that tax their family life and relationships. Additionally, going from an elementary school system to a middle school calls for extra support and education. This module can be offered either as: a module that includes parents alongside their 4<sup>th</sup> & 5<sup>th</sup> grade student or a module that only requires parent participation depending on the time it is offer. Weekly classes are held for 4<sup>th</sup> graders in the Fall semester and 5<sup>th</sup> graders in the Spring semester.
  - ii. *Parent Engagement*. to support and strengthen parenting skills for parents and caregivers to be the first teachers at home during pre- adolescence.

- C. "Structured Play with Learning Purposes" Child care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/4th and 5th* program.

### **III. Targeted population:**

- A. 4th and 5th grade students (if offered outside from school hours)
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of Agreement with Latino Film Institute Youth Cinema Project for 2016-17 School Year

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Latino Film Institute Youth Cinema (LFIYC) Project for the 2016-17 school year. Previously known in the 2015-16 school year, as the Latino International Film Institute (LIFI).

**ITEM SUMMARY:**

- Agreement Starts: July 1, 2016
- Agreement Ends: June 30, 2017
- LFIYC will provide instructional services in screenwriting, filming, editing, directing, sound recording, production, and postproduction

**RATIONALE:**

The LFIYC program will improve literacy rates of high school graduation and build greater cultural harmony through the creative arts for students. By beginning at the later elementary grades and early intermediate grades, students will learn the power of language and build the skill set to effectively engage in the fine arts during high school. This pathway will allow them to connect with industry experts and provide a unique enrichment experience. Students will live in two worlds, filmmaking and education that will provide a bridge from school to the film and entertainment industry.

The LFIYC program will provide instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production, and postproduction to two elementary schools, one intermediate school, and two high schools.

LCAP Goal 2.1: Ensure access to the CORE instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.

**FUNDING:**

Title I CORE Set Aside: \$346,138

**RECOMMENDATION:**

Approve the agreement with Latino Film Institute Youth Cinema (LFIYC) Project 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 (**Latino Film Institute Youth Cinema Project, 18034 Ventura Blvd., Suite 288, Encino, CA 91316**) 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:** Instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production and postproduction. The services will be offered at two (2) elementary schools classes, specifically two fourth-grade classes; one (1) middle school class; and two (2) high school classes. The Youth Cinema Project will provide the curriculum for each class and course. Each class will be taught by a District employed certificated teacher. Before the start of the school year, the Youth Cinema Project will provide twelve (16) hours of orientation and teacher training for each of the District teachers and any administrators the District designates in the program. Once the program has begun, the Youth Cinema Project will also provide twelve (8) hours of year-round staff development for each of the District teachers and any administrators the District designates in the program. The Youth Cinema Project will supply instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District’s efforts to market the program to parents and others, and Mr. Edward James Olmos will personally assist in that effort.



**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 **6/30/2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Three Hundred Forty-Six Thousand One Hundred Thirty-Eight Dollars (\$346,138). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

---

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: mileage (which will be paid at the IRS rate), filming licenses, permits, fees, transportation or insurance.

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:

**Latino Film Institute Youth Cinema  
Project  
18034 Ventura Blvd., Suite 228  
Encino, CA 91316**

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.

a. Latino Film Institute Youth Cinema Project Agreement dated May 10, 2016.

THIS AGREEMENT IS ENTERED INTO THIS 8<sup>TH</sup> DAY OF JUNE, 2016.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_

Signature

Tina Douglas

\_\_\_\_\_

Printed Name

Assistant Superintendent, Business  
Services

\_\_\_\_\_

Title

6/7/2016

\_\_\_\_\_

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.



May 10, 2016

Dr. David Haglund  
Deputy Superintendent  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701-6322

Re: Agreement Between Santa Ana School District and the Latino Film Institute Youth Cinema Project

Dear Dr. Haglund:

Please allow me to express our appreciation to the Board of Trustees and the Santa Ana School District (the “District”) for the opportunity for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) to continue its partnership with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the District.

The goal of the Youth Cinema Project is to enhance a student’s education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their creative thinking, communication, collaboration, and problem-solving skills.

To that end, California Government Code Section 53060 authorizes the District to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

### **Scope of Services**

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, filming, editing, directing, sound recording/engineering, production and postproduction. The services will be offered at two (2) elementary schools classes, specifically two fourth-grade classes; one (1) middle school class; and two (2) high school classes. The Youth Cinema Project will provide the curriculum for each class and course. Each class will be taught by a District employed certificated teacher. Before the start of the school year, the Youth Cinema Project will provide twelve (16) hours of orientation and teacher training for each of the District teachers and any administrators the District designates in the



program. Once the program has begun, the Youth Cinema Project will also provide twelve (8) hours of year-round staff development for each of the District teachers and any administrators the District designates in the program. The Youth Cinema Project will supply instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District's efforts to market the program to parents and others, and Mr. Edward James Olmos will personally assist in that effort. For its part the District shall be responsible for providing the equipment (e.g. cameras, lights and computers) required for each class. Attached is a list of recommended equipment and estimated costs for each class.

### **Fees and Costs**

The District will pay the Youth Cinema Project (1) for the instructional and staff development services it provides to the District at an hourly rate of \$110.00 per hour; and (2) a one-time fee of \$42,018.00 to cover costs of program management, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, coordinating logistics in student participation or guesting in actual productions. Attached to this letter is an estimated budget for the Youth Cinema Project for the 2016-17 school year.

The District will also reimburse the Youth Cinema Project for all its out of pocket expenses incurred on the District's behalf including but not limited to any mileage (which will be paid at the IRS rate), filming licenses, permits, fees, transportation or insurance. The Youth Cinema Project will, of course, itemize all costs incurred and provide back-up documentation upon request.

### **Billings**

The Youth Cinema Project will bill the District on a monthly basis. All amounts due will be payable to the "Latino Film Institute Youth Cinema Project." The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

### **Term and Termination**

This agreement shall be effective as of July 1<sup>st</sup>, 2016 and shall remain in effect through June 30, 2017.

The District may, at any time, with or without reason, terminate this Agreement and shall compensate the Youth Cinema Project for services rendered and expenses incurred to the date of termination. Written notice by the District shall be sufficient to stop further performance by the Youth Cinema Project. Notice shall be deemed given when mailed and received by the Youth Cinema Project at the address specified below:

ATTN: Latino Film Institute Youth Cinema Project  
18034 Ventura Blvd., Suite 288  
Encino, CA 91316

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,

Edward James Olmos  
*Chairman,*  
*Latino Film Institute*  
*Youth Cinema Project*

**I have read and am authorized to agree to the foregoing:**

**SANTA ANA UNIFIED SCHOOL DISTRICT**

---

**By:           Dr. David Haglund**  
**Deputy Superintendent**

**2016-17 ESTIMATED BUDGET FOR  
YOUTH CINEMA PROJECT AT  
SANTA ANA SCHOOL DISTRICT**

Set forth below are the estimated costs and expenses for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) for Santa Ana School District (the “District”). The estimates are based on the assumption of 180 instructional days, 34 weeks of actual instruction, and class sizes of 30 students per school.

**1. Teacher Orientation and Staff Development:**

Prior to the start of the program, District teachers and administrators assigned to the program will receive approximately sixteen hours (16) hours of orientation and training. The Youth Cinema Project’s teacher orientation and training program is conducted by our Chief Academic & Development Officers.

Orientation, Training, and Staff Development Costs: 32 x \$110 = **\$3,520.00**

The Chief Academic & Development Officers will also conduct approximately eight (8) hours of year-round staff development per class with the District teachers and administrators.

Year-round Staff Development Costs per class: 16 x \$110 = \$1,760.00

Year-round Staff Development Costs for 5 classes: 80 x \$110 = **\$8,800.00**

The Youth Cinema Project instructors assigned to the individual classes at the District will continue training District personnel over the course of the instructional year.

**2. School Classroom:**

Film program instruction ideally requires one and a half (1.5) hours of instruction two times a week. Students should be divided into groups of six and each class will require two Youth Cinema Project instructors to assist in classroom instruction and to further train the classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor. The estimated cost for each elementary class is:

Instructor #1: 7 hours per week x 34 weeks = 238 hours x \$110 = \$26,180

Instructor #2: 7 hours per week x 34 weeks = 238 hours x \$110 = \$26,180

Accordingly, the costs would be: **\$52,360.**

Additionally, LFI will invite guest lecturers to present on specialized topics (2 times a semester). LFI is assuming a cost of \$200 per expert. PLEASE NOTE: LFI instructors are part of the industry professionals in the classroom LFI promises. But, LFI instructors are teaching during their hiatus period, so LFI Guests provide a direct pathway to the industry that is active. They enhance lessons with fresh insight from a current project (they are in the middle of) and they provide a direct link for the students and the school to the professional workplace.

Thus the annual cost of the elementary class in the first year would thus be:

6 x \$200 dollars, i.e. \$1,200 plus \$52,360 = **\$53,560**

**3. Program Management, Coordination and Support:**

The program will require program management, coordination and support including recruitment, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, coordinating logistics in student participation or guesting in actual productions and assisting the District in the management and maintenance of production equipment. Additionally, management will be responsible for coordinating school field trips to major Hollywood studios, networks and/or agencies, as well coordinating the end-of-year screenings and premieres of the student short films in the presence of the Hollywood industry. These services will cost approximately \$42,018.00.

**4. Equipment Requirements**

The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

**5. Recap**

Orientation & Training (for all Teachers)	<b>\$3,520</b>
Year-round Development (for all Classes)	<b>\$8,800</b>
Elementary School Classroom 1	<b>\$53,560</b>
Elementary School Classroom 2	<b>\$53,560</b>
Middle School Classroom 1	<b>\$53,560</b>
High School Classroom 1	<b>\$53,560</b>
High School Classroom 2	<b>\$53,560</b>
Program Administration, Manager-Coordinator	<b>\$42,018</b>
Instructional and Production Expenses:	
Printing (Scripts, Dossiers, Lesson Plans), Photocopying, Permits, Mileage, Misc.	<b><u>\$24,000</u></b>
<b>Total</b>	<b>\$346,138</b>

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Approval of Agreement with Footsteps2Brilliance, Inc. for Period of July 1, 2016 through June 30, 2021

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Footsteps2Brilliance, Inc. for the period of July 1, 2016 through June 30, 2021.

**RATIONALE:**

The Footsteps2Brilliance mobile technology program puts over 1,000 e-books, songs, and learning activities in the hands of every parent of pre-kinder through 3<sup>rd</sup> grade children who live within the District's zip code and service areas. This easy to use program provides engaging, high-quality instructional materials to all children and their parents, creating a culture centered around academic excellence, and preparing students for the early learning reading success. Historical data shows that children using Footsteps2Brilliance double the amount of time spent on literacy and lead to reading proficiency by 3<sup>rd</sup> grade.

Footsteps2Brilliance has grant funding from White House Initiative, which will cover a large portion of the cost of the program. The cost of the program to the District is a one-time cost of \$528,751 for a five-year license. To reduce fiscal impact, Educational Services has submitted an Innovative Approaches to Literacy Grant, which would cover \$400,000 of the cost resulting in a cost of only \$128,751 to the District.

LCAP Goal 1.1: Provide equitable access to a rigorous standard-based, instructional program that include, but is not limited to high-quality instruction, standards aligned instructional materials, academic support, and technology-based resources. Full implementations of the new CA State-standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.

**FUNDING:**

One Time Funding: \$528,751

**ITEM SUMMARY:**

- Contract Starts: July 1, 2016
- Contract Ends: June 30, 2021
- Historical data shows that children using Footsteps2Brilliance double the amount of time spent on literacy and lead to reading proficiency by 3<sup>rd</sup> grade

**RECOMMENDATION:**

Approve the agreement with Footsteps2Brilliance, Inc. for the period of July 1, 2016 through June 30, 2021.

MR:ez

## **Independent Contractor Agreement**

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and (**Footsteps2Brilliance, 3125 Cathedral Ave NW Suite, 100, Washington, DC 20008**) hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** The Foosteps2Brilliance mobile technology program puts over 1,000 e-books, songs, and learning activities in the hands of every parent of pre-kinder through 3rd grade children who live within the District’s zip code and service areas. This easy to use program provides engaging, high-quality instructional materials to all children and their parents, creating a culture centered around academic excellence, and preparing students for the early learning reading success.

**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 **6/30/2021**.

3. **Compensation:** DISTRRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Three Hundred Nine Thousand Dollars (\$528,751). DISTRRICT shall pay CONTRACTOR according to the following terms and conditions:

---

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:**

**Footsteps2Brilliance  
3125 Cathedral Ave NE Suite 100  
Washington, DC 20008**

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.

a. Footsteps2Brilliance Proposal.

THIS AGREEMENT IS ENTERED INTO THIS 8<sup>TH</sup> DAY OF JUNE, 2016.

DISTRICT:

CONTRACTOR:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Tina Douglas

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Assistant Superintendent, Business  
Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/7/2016

\_\_\_\_\_  
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.

# Footsteps 2 Brilliance

Big brains for little people

**A Proposal to Leverage the  
Power of Mobile Learning Technologies  
and  
Research-Based Educational Strategies  
to  
Prepare Children in the  
Santa Ana Unified School District  
for Early Learning Success**

March 28, 2016

Presented to:

**Dr. Rick Miller, Superintendent**  
Santa Ana Unified School District  
Preparing All Students for Success in College and Career



Presented by:

**Gregory A. Spencer, Director**  
Early Learning & Equity Access Initiatives  
Footsteps2Brilliance®, Inc.  
Cell: 760.390.6009 - Email: [Greg@Footsteps2Brilliance.com](mailto:Greg@Footsteps2Brilliance.com)

# Executive Summary

## Background

Santa Ana Unified School District (hereafter SAUSD) is developing a best practice model to increase family and community engagement and level the playing field for all early learners. In order for this model to scale effectively, SAUSD is seeking an innovative technological solution to increase access of high-quality early learning ECE, Pre-K through 2<sup>ND</sup> grade curriculum to children and families in their district. Footsteps2Brilliance® has developed an Early Learning Mobile Technology Platform (hereafter “Platform”) that can be accessed from any smart phone, tablet or traditional computer. The use of the Footsteps2Brilliance® Platform and content will allow SAUSD to scale an early learning solution quickly throughout its schools, homes and community. SAUSD’s innovative approach to the early learning and 3<sup>rd</sup> grade reading proficiency challenge will create a “Model Innovation City” that will lead the nation in addressing how to scale high-level early learning solutions community-wide.

## Footsteps2Brilliance Overview

*Footsteps2Brilliance* has created a breakthrough Early Learning Mobile Technology Platform that accelerates student achievement by uniting the power of *mobile learning technology* with the *most current cognitive research*. Our technological innovation leverages the explosive adoption of mobile technology, such as smartphones and tablets, and can also be accessed via traditional computers available throughout our schools, libraries, community centers and homes. Our ability to build content once and deliver it on *any smart device* will provide SAUSD with *unprecedented ability to scale early learning community wide, and close the 3<sup>rd</sup> grade reading gap*.



## Footsteps2Brilliance’s Alignment to Santa Ana Unified School District’s Strategic Goals

SAUSD’s Priorities Include	Footsteps2Brilliance Alignment
To ensure that all children arrive at kindergarten ready to succeed academically.	The Footsteps2Brilliance® Pre-K through 3 <sup>rd</sup> Grade Mobile Technology Program puts over 1,000 ebooks, songs, and learning activities in the hands of every parent of pre-K through 3 <sup>rd</sup> grade children who live within your district’s zip code and service areas. This easy to use program provides engaging, high-quality instructional materials to all children and their parents, creating a culture centered around academic excellence, and preparing students for the early learning reading success.
Community and Parental Outreach	A Model Innovation City license provides all Community Stakeholders with an opportunity to come together and support a city-wide literacy initiative. This solves the challenge of creating extended learning opportunities for all children 24/7. It also models for parents how to work with their children to provide them with literacy enrichment.
Reading Proficiency by 3 <sup>rd</sup> Grade	Footsteps2Brilliance® has created a device-inclusive Mobile Technology Platform that accelerates student achievement by uniting the power of mobile gaming with the latest in cognitive research. Our <i>Model Innovation City</i> license creates a turnkey, citywide literacy solution that allows school districts to cost-effectively scale award-winning pre-K through 3 <sup>rd</sup> grade literacy apps to every family within their zip code <i>without spending additional monies on hardware, infrastructure, or maintenance.</i> Historical data shows that children using Footsteps2Brilliance double the amount of time spent on literacy and lead to reading proficiency by 3 <sup>rd</sup> grade.



## A. Overcoming the 30 Million Word Vocabulary Gap

The flagship program of Footsteps2Brilliance is the *Footsteps2Brilliance Enterprise App, School Edition*, a research-based curriculum developed to reduce the vocabulary and oral language gaps in at-risk children. The landmark research of Hart and Risley demonstrated that at-risk children hear 30 million fewer words by the time they reach their 4<sup>th</sup> birthday than their more affluent peers. These children enter kindergarten with only 25% of the vocabulary they need to succeed, and 88% of them never catch up. In addition, the work of neuroscientist Stanislaus Dehaene demonstrates that reading has a massive impact on brain function and affects understanding in nearly all domains. However, 61% of our at-risk children have no books in their homes. Additionally, significant amount of research exists which points out the importance of parental involvement in a child's education.

The *Footsteps2Brilliance Enterprise App, School Edition* was developed in response to the above research. With respect to the Hart and Risley research, the *Footsteps2Brilliance Enterprise App, School Edition* curriculum exposes children to the key academic words they need to develop a powerful reading and writing vocabulary. With respect to the Dehaene research, the curriculum provides children with cost-effective libraries of beautifully written and illustrated e-books. Attached to the collection of books is a total of over 500 educational games. These games not only develop fundamental reading skills in young children, but also assess comprehension, vocabulary and critical thinking skills. The audio-encoded books and games model best practices for parents in a non-threatening manner.

## B. Meeting the Needs of English Language Learners and Special Learners

The *Footsteps2Brilliance Enterprise App, School Edition* is ideally suited to meet the needs of English Language Learners (ELL) and special learners. Both struggling readers and ELL learners benefit from an environment replete with environmental print, literacy experiences, and explicit instruction. Researchers Snow and Kim have stated, "Lexical acquisition could be a more central and vibrant focus in literacy instruction in the primary grades, and can be demonstrably supported across the school years, if intensive instruction, lexically rich environments, high student motivation, and lots of opportunities to encounter and use novel vocabulary are provided."

When using *Footsteps2Brilliance Enterprise App, School Edition*, ELL and special learners have the option of having the story read aloud or getting a single word identified, making both the story and vocabulary readily accessible. In addition to the extra practice with vocabulary provided by the games on the platform, both struggling readers and ELL learners benefit from receiving clear and simple directions, having models of the expected behavior, and having checks for understanding.

The *Footsteps2Brilliance Enterprise App, School Edition*, allows for unprecedented flexibility and multi-lingual configuration. This includes: Bilingual, full English immersion, full Spanish immersion, English with Spanish scaffolding, and Spanish with English scaffolding. With these combinations, this system is the most flexible English/Spanish system available.

## C. Data Driven Instruction

Historically, it has been challenging for teachers and parents to track real-time academic progress of young children. With over 500 games with built-in data collection tools, ALPS addresses this issue. By using this unique gaming methodology children can practice skills and develop mastery while having fun. At the same time, the games provide teachers with real-time formative assessments that help them differentiate instruction. The robust data analytics allow educators to track mastery of a child's reading comprehension, vocabulary, and standards-based concepts.

## D. Increasing Parental Involvement

The growth of mobile technology in the United States has become the key “megatrend” of the 21<sup>st</sup> century. The latest research from the Pew Foundation shows that approximately 80% of parents, regardless of their socio-economic status, own a smart phone or tablet today. According to a 2010 survey from the Joan Ganz Cooney Center at Sesame Workshop, two-thirds of 4- to 7-year-olds have used an iPhone or iPod. Smartphone ownership is being seen at every level of the economic and educational continuum.

Because the *Footsteps2Brilliance Enterprise App, School Edition*, can be accessed by any smart mobile device, your district will be able to leverage parental ownership of mobile technology to extend beyond the walls of the classrooms into kitchens, living rooms, the grocery store, and on bus rides. It also will empower parents by giving them easy-to-use tools such as audio-encoded books and educational games that can be used to augment their children's learning.

## E. Job-Embedded Professional Development

The Footsteps2Brilliance Early Learning Mobile Technology Platform has a job embedded professional development social network called *Recipes for Success*. This program gives early learning educators a teacher-created database of activities and learning games to make classroom instruction stimulating, interactive and effective. This blended approach means that teachers can reinforce traditional standards-based learning objectives in more engaging ways. The network also allows teachers to easily share their best classroom activities and interventions with each other. By honing in on this collaborative process, teachers will have new strategies and tools that can facilitate making greater impact on students' early learning outcomes.

## F. Quick and Scalable Results

The *Footsteps2Brilliance Enterprise App, School Edition* can demonstrate its ability to quickly accelerate student achievement by infusing innovation into the educational process.

The Footsteps2Brilliance® data management system will track the following success outcomes: (1) reading comprehension, (2) effective use of time on task by extending the school day into the home, (3) number of books read, (4) critical thinking activities, and (5) academic vocabulary mastery.

## Components of the Footsteps2Brilliance Enterprise App, School Edition

Program Components	Value to Student Achievement	Research
1. Libraries of Interactive eBooks	<ul style="list-style-type: none"> <li>• Develops powerful reading and writing vocabulary focusing on 1000+ key academic words.</li> <li>• Increases background knowledge.</li> <li>• Correlates to standards-based themes and topics.</li> <li>• Increases student engagement.</li> <li>• Provides 24/7 access through mobile and web technology.</li> <li>• Provides parent edition support.</li> </ul>	<ul style="list-style-type: none"> <li>• Disadvantaged children enter school with 25% of the vocabulary of their more affluent peers. (<i>Hart &amp; Risley</i>)</li> <li>• Early language skills are developed through repeated language exposure. (<i>Hart &amp; Risley</i>)</li> <li>• "Talking books" significantly increase phonological awareness, word decoding, vocabulary, comprehension, syntax, fluency and general reading ability. (<i>Posniketal</i>)</li> </ul>
2. Book Buddies: Reading Comprehension & Formative Assessment	<ul style="list-style-type: none"> <li>• Develops reading comprehension and higher order thinking skills.</li> <li>• Provides formative assessment.</li> <li>• Promotes researching texts for answers.</li> <li>• Provides 3 differentiated levels of instruction.</li> <li>• Aligns to content of each book.</li> <li>• Provides immediate feedback.</li> </ul>	<p>Promotes Bloom's Taxonomy hierarchy:</p> <ul style="list-style-type: none"> <li>• Remembering</li> <li>• Understanding</li> <li>• Applying</li> <li>• Analyzing</li> <li>• Evaluating</li> <li>• Creating</li> </ul> <p><i>Revised by Lorin Anderson (student of Bloom)</i></p>
3. Games: Vocabulary and Skill Development	<ul style="list-style-type: none"> <li>• Provides hours of vocabulary and skill development practice.</li> <li>• Tracks academic language and concept mastery.</li> <li>• Promotes symbol and text connections.</li> <li>• Provides differentiated instruction.</li> <li>• Provides immediate feedback.</li> </ul>	<ul style="list-style-type: none"> <li>• It takes hour of deliberate practice to gain subject matter expertise. (Anders Ericsson et al)</li> <li>• Academic vocabulary reference guides:</li> <li>• <u><a href="#">EDL Core Vocabulary for Reading Mathematics, Science and Social Studies</a></u></li> <li>• <u><a href="#">The Reading Teacher's Book of lists (Drs. Fry and Kress)</a></u></li> </ul>
4. Create-a-Book: Creativity and Writing	<ul style="list-style-type: none"> <li>• Develops creativity and writing skills.</li> <li>• Develops storytelling skills.</li> <li>• Provides authentic assessment through online portfolios.</li> <li>• Students can print finished books or email them to parents.</li> </ul>	<ul style="list-style-type: none"> <li>• Creating story variations facilitate imagination, creative thinking, and language ability. (<i>Palmer et al</i>)</li> <li>• Storytelling helps develop sequencing, (beginning, middle, and end) and understanding of plot and character. (<i>Palmer et al</i>)</li> </ul>

## Components of the Footsteps2Brilliance Enterprise App, School Edition

Program Components	Value to Student Achievement	Research
5. Professional Development: Teacher Planning Tools	<ul style="list-style-type: none"> <li>• Provides lesson plans aligned to teacher goals and objectives.</li> <li>• Provides instructional game-based activities for easy classroom integration.</li> <li>• Provides teacher-created, best-practice forum.</li> </ul>	<ul style="list-style-type: none"> <li>• A growing body of evidence points to the importance of teachers in promoting student achievement. (<i>Miller et al</i>)</li> <li>• Less proficient teaching accounts for well over a third of the “achievement gap” between students from low-income versus high-income families. (<i>Miller et al</i>)</li> </ul>
6. Reports: Student Achievement Data Tracking	<ul style="list-style-type: none"> <li>• Provides standards-based, curriculum-aligned data to help teachers tailor instruction to student needs.</li> <li>• Data are provided in real time and are easy to use.</li> <li>• Tracks vocabulary, comprehension, writing, usage, and standards.</li> </ul>	<ul style="list-style-type: none"> <li>• Educators are more effective when equipped with data that are timely, comprehensive, and easy to use. (<i>Technology Alliance</i>)</li> <li>• Understanding and using data about school and student performance are critical to improving schools. (<i>Technology Alliance</i>)</li> </ul>
7. Parental Involvement	<ul style="list-style-type: none"> <li>• Provides parents with a library of books and engaging activities.</li> <li>• Models pedagogical best practices through educational games.</li> <li>• Cost effective mobile technology puts children’s academic success into the hands of parents 24/7.</li> <li>• Provides parents with data showing their children’s academic growth.</li> </ul>	<ul style="list-style-type: none"> <li>• 46% of American children enter kindergarten lacking the basic language skills they will need in order to learn to read. (<i>Kellogg Foundation</i>)</li> <li>• 61% of these children have no children’s books in their home. (<i>Jumpstart</i>)</li> <li>• Parental involvement is a major determinant of a child’s success at school. (<i>U.S. Dept. of Ed</i>)</li> <li>• Shared reading activities are the single most important thing adults can do to promote literacy skills in young children. (<i>National Institute for Early Literacy</i>)</li> </ul>
8. Authoring Tool	<ul style="list-style-type: none"> <li>• Program can be customized to district learning objectives.</li> <li>• Flexible platform allows teachers to share successful classroom activities and best practices.</li> </ul>	<ul style="list-style-type: none"> <li>• Teachers are most amenable to solutions that align directly to their teaching goals and objectives. To keep pace with changing content standards, teachers need ongoing course work in their discipline. (<i>National Ed Commission on Time and Learning</i>)</li> </ul>
9. Implementation Models	<ul style="list-style-type: none"> <li>• Expertise in developing district wide implementation models.</li> </ul>	<ul style="list-style-type: none"> <li>• Diffusion of Innovation Protocol follows a predictable model.               <ul style="list-style-type: none"> <li>- 2.5% Innovators</li> <li>- 13.5% Early Adopters</li> <li>- 34% Early Majority</li> <li>- 34% Late Majority</li> <li>- 16% Laggards</li> </ul> </li> </ul> <p>(<i>Rogers</i>)</p>

## Investment Summary – Santa Ana Unified School District

<b>OPTION I</b>	<b>3 Year License</b>	<b>Legacy XII Model Innovation City License</b>
<b>Quantity</b>	Up to 3,421 District ECE & PreK SAUSD <b>Students Only @ 13 Sites</b>	Up to 3,421 ECE & PreK Grade students & all eligible children within SAUSD’s zip codes and service areas. Impacting 335,000+ Residents of Santa Ana, CA for up to 1 Year with expansion option to include K thru 2 <sup>nd</sup> Graders that will include a total of 5 years of access for the community
<b>Term</b>	3 Year Access	<b>5 Years of Access</b> SAUSD pays for 3 Years of Access. Footsteps2Brilliance will provide its services for free for year’s 4 and 5 to eligible students. Footsteps will also provide free access to its services for all eligible Birth thru 2 <sup>nd</sup> grade children and residents of Santa Ana, CA
<b>Product</b>	<i>Footsteps2Brilliance Enterprise App, School Edition, Bilingual Edition</i>	<i>Footsteps2Brilliance Enterprise App, School Edition, Bilingual Edition</i>
<b>License Cost &amp; Value</b>	\$591,356.00	\$5,992,986.00
<b>Legacy Innovator Grant</b>	N/A	<b>-\$1,785,000.00</b>
<b>Equity Access Grant</b>	N/A	<b>-\$1,523,000.00</b>
<b>Less Model Innovation City Early Adopter Grant</b>	N/A	<b>-\$2,156,235.00</b>
<b>Discount Sub-Total</b>	N/A	<b>-( \$5,464,235.00)</b>
<b>License Sub-Total</b>	\$591,356.00	\$528,751.00
<b>Includes:</b> 3 Years of Professional Development, Webinars, Parent Nights, Stakeholder & Town Hall Meetings, Hosting, Tech Support	Up to 39 Sessions within 3 Years	Up to 39 Sessions within 3 Years
<b>Total</b>	<b>\$591,356.00*</b>	<b>\$528,751.00*</b>

\*Price Valid for 30 days. All agreements, including The Model Innovation City License, requires an upfront payment in the full amount within 30 days of an approved agreement. Financing is available.

**AGENDA ITEM BACK-UP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Authorization to Award Contract for the Purchase of Police Body Worn and In-Vehicle Cameras to TASER International, Inc.

**ITEM:** Action

**SUBMITTED BY:** Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO

**PREPARED BY:** Jonathan Geiszler, Director, Purchasing and Stores

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to award a contract for the purchase of police body worn cameras and in-vehicle cameras to TASER International, Inc., pursuant to Bid No. 11-16.

**ITEM SUMMARY:**

- Award Bid No. 11-16  
July 1, 2016 through June 30, 2017.
- Provides for body worn and in-car video recording systems.

**RATIONALE:**

The bid was advertised, as legally required, in the *Orange County Register*. Thirty-two firms received bid information, and six submitted responses to the bid request. The review panel consisted of the Director of Purchasing, for compliance with the bid requirements and the Assistant Director of Technology Innovation Services, for technical review. Input was also received from a retired Police Lieutenant from outside of the District.

Bid proposals were reviewed for experience with the implementation and installation of this technology with law enforcement; performance in past installations; support and technical personnel available for implementation; understanding of the District's needs and requirement; references provided; financial status of the company; response time for service calls and total cost of ownership.

TASER International, Inc.; Coban Technologies, Inc.; Watch Guard and Digital Ally met the criteria set forth in the bid proposal. Staff recommends an award to TASER International, Inc., based on the lowest five year cost of ownership.

Bidder	Body Worn Camera Cost (One Time)	In-Vehicle Camera Cost (One Time)	Ongoing Cost Yearly	5 Year Cost
TASER International, Inc.	\$43,045.50	\$25,288.00	\$28,639.50	\$182,891.50
Coban Technologies	\$23,665.00	\$128,885.00	\$80,400.00	\$474,150.00
Watch Guard	\$71,995.00	\$107,705.00	\$7,200.00	\$208,500.00
Digital Ally	No Bid	\$106,909.00	\$45,000.00	\$286,909.00
Patrol Eyes	Did not meet minimum requirements	Did not meet minimum requirements	N/A	N/A
WolfCom Vision	Did not meet minimum requirements	Did not meet minimum requirements	N/A	N/A

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**FUNDING:**

General Fund

**RECOMMENDATION:**

Approve the award of a contract for the purchase of police body worn and in-vehicle camera systems to TASER International, Inc., pursuant to Bid No. 11-16.

SP:jg:mm

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Authorization to Award a Contract for Bid Package No. 509 – Buildings G and H at Saddleback High School Under Emergency Repair Program

**ITEM:** Action

**SUBMITTED BY:** Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations

**PREPARED BY:** David Woolsey, Interim Director, Construction

**BACKGROUND INFORMATION:**

Submitted for Board consideration is the staff recommendation for approval to award a contract for Bid Package No. 509 Buildings G and H at Saddleback High School under Emergency Repair Program.

**RATIONALE:**

Legal advertisement of notice calling for bids was placed in the *Orange County Register* on March 25, and April 1, 2016. On April 21, 2016, staff received and opened four bids. Fast-Track Construction Corporation represents the lowest responsive, responsible bidder. Fast-Track Construction Corporation has contracted with the District for services previously.

**ITEM SUMMARY:**

- Bid Amount: \$577,600.00
- Contract Start: June 7, 2016
- Contract End: August 12, 2016
- Utilization of State Emergency Repair Program Funds
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045.

Contractor	Bid Amount
<b>Fast-Track Construction Corporation</b>	<b>\$577,600.00</b>
AireMasters	\$620,000.00
J.L. Cobb	\$678,589.00
P.H. Hagopian Contractors	\$691,000.00

**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:**

Emergency Repair Program: \$577,600.00

**RECOMMENDATION:**

Authorize staff to award a contract to Fast-Track Construction Corporation for Bid Package No. 509 – Buildings G and H at Saddleback High School under Emergency Repair Program.

**AGENDA ITEM BACKUP SHEET**  
**June 7, 2016**

**Board Meeting**

**TITLE:** Board Policy (BP) 4133/4233/4333 – Travel Expense Reimbursement  
(Revised: For Adoption)

**ITEM:** Action

**SUBMITTED BY:** Tina Douglas, Assistant Superintendent, Business Services

**PREPARED BY:** Dawn Piatek, Director of Accounting and Payroll

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of revised Board Policy (BP) 4133/4233/4333 – Travel Expense Reimbursement.

**ITEM SUMMARY:**

- Revisions are proposed to align with current recommendations from the California School Board Association.

**RATIONALE:**

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in October 1996.

**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) 4133/4233/4333 – Travel Expense Reimbursement.

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 4133/4233/4333 3350 (a)

Business and Noninstructional Operations All Personnel

Travel Expenses Reimbursement

**PURPOSE:**

The Governing Board shall authorize pay payment for actual and necessary travel expenses, ~~including travel~~, incurred by any employee performing authorized services for the District. ~~The Superintendent or designee may authorize an advance of funds to cover necessary expenses.~~ This policy serves to summarize the proper advance authorization and the expense claims and verification guidelines related to travel.

**POLICY:**

**Advance Authorization**

Except for travel that only includes mileage expense, and employees shall obtain approval from the Superintendent or designee prior to incurring any expense related to travel requests. The Superintendent or designee may approve travel ~~employee~~ requests ~~to attend meetings~~ in accordance with the adopted budget, and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties.

**Expense Claims and Verification Guidelines**

The Superintendent or designee shall establish procedures for the submission and verification of expense claims. Travel expenses may be incurred by and reimbursed to the employee, charged on the District issued purchasing card, or an advance of funds may be issued to the employee to cover necessary expenses. Expenses shall be ~~reimbursed~~ approved based on actual expenses incurred as documented by receipts, and within limits approved by the Board. ~~The Superintendent or designee shall establish procedures for the submission and verification of expense claims.~~ Any expenses that exceed the maximum rate of reimbursement established by the District shall be paid only with the approval of the Superintendent or designee.

The Superintendent or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to District business. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

**DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to travel expenses incurred for the purpose of District business, with the intent to ensure prudent use of public funds while still affording employees a reasonable level of safety and convenience.

~~The Superintendent and Members of the Board are authorized to attend meetings, workshops and conferences within the State of California. Members of the Board of Education are authorized to attend all conference approved for staff attendance. Before any Board Member incurs expenses in excess of \$500 in attending any meeting, workshop, conference, etc. prior approval of the Board of Education shall be required.~~

~~The Superintendent shall keep a record of all personnel authorized to attend meetings, conferences, workshops, etc.~~

**IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

Legal Reference:

EDUCATION CODE

44032 Travel expense payment

~~44033 Automobile allowance~~

~~44576 Remuneration of trainees in staff development projects~~

Adopted: (5/76 8/79 2/84 8/85 10/96) 6/16

Santa Ana, CA

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 3350 (a)

Business and Noninstructional Operations

Travel Expenses

**PURPOSE:**

The Governing Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the District. This policy serves to summarize the proper advance authorization and the expense claims and verification guidelines related to travel.

**POLICY:**

***Advance Authorization***

Except for travel that only includes mileage expense, and employees shall obtain approval from the Superintendent or designee prior to incurring any expense related to travel requests. The Superintendent or designee may approve travel requests in accordance with the adopted budget, and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties.

***Expense Claims and Verification Guidelines***

The Superintendent or designee shall establish procedures for the submission and verification of expense claims. Travel expenses may be incurred by and reimbursed to the employee, charged on the District issued purchasing card, or an advance of funds may be issued to the employee to cover necessary expenses. Expenses shall be approved based on actual expenses incurred as documented by receipts, and within limits approved by the Board. Any expenses that exceed the maximum rate of reimbursement established by the District shall be paid only with the approval of the Superintendent or designee.

The Superintendent or designee shall approve expense claims only upon verifying that all necessary documentation is provided and that all expenses are appropriate and related to District business. If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

**DESIRED OUTCOME:**

Through this policy, the District shall establish procedures related to travel expenses incurred for the purpose of District business, with the intent to ensure prudent use of public funds while still affording employees a reasonable level of safety and convenience.

**IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:**

Legal Reference:

EDUCATION CODE

44032 Travel expense payment

Adopted: (5/76 8/79 2/84 8/85 10/96) 6/16

Santa Ana, CA